

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>					
					See Item 14					
CODE		FACILITY CODE			17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>					
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE	
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
26. ADMINISTERED BY		CODE				27. PAYMENT WILL BE MADE BY: CODE				
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE		30C. DATE			TEL:			EMAIL:		
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE		

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Multiple Award Task Order Contract	3,000,000	Lump Sum	\$1.00	\$3,000,000.00

Contractor shall provide all plant, labor, equipment, appliances, materials expertise and supervision necessary for various maintenance, repair and construction Task Order Contracts for Nashville District Corps of Engineers for a period of three years from date of award.

MAX
NET AMT

\$3,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Prototypical Project Design Warehouse	1	Lump Sum	_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Prototypical Project Construct Warehouse	1	Lump Sum	_____	\$_____

PROTOTYPICAL PROJECT

PROTOTYPICAL PROJECT INFORMATION SCOPE OF WORK March 22, 2004

KENTUCKY LOCK ADDITION POWERHOUSE ISLAND HYDRO WAREHOUSE

1. GENERAL

The following scope of work is for the design, development of Architectural and Engineering construction documents and construction of a warehouse to be located on the powerhouse island. The construction documents should be developed to a level of detail necessary for the Contractor to perform the construction; allow the Government to ensure the major project components meet cost, quality, and design criteria; and shall adhere to the appropriate building codes for this geographic area.

2. PROJECT TASK REQUIREMENTS

The Contractor shall develop the construction documents based on the attached schematic design drawings, guidance provided in this scope, and shall adhere to: the current editions of the Standard Building, Plumbing, Electrical, and Mechanical codes, NFPA 101, and the Americans with Disabilities Act. The Contractor's effort should produce a set of design/ construction documents stamped by a registered Engineer or Architect. The drawings shall include all structural components, foundation drawings, reinforcing drawings, architectural drawings, finish schedules, utility (within and without the building) plans and site drawings.

- A. SITE WORK. The attached site plan shows the approximate location for the proposed warehouse and the area available for the Contractor's work limits. Prior to the warehouse construction, the Government will stake the location of the proposed warehouse building corners and will relocate the fencing as required.
- B. BUILDING CRITERIA/REQUIREMENTS. The drawings for the structure shall be based on the site and the architectural drawing showing the plan of the warehouse.
 - i) Dimensions and basic features. The warehouse shall have nominal dimensions of 50' by 80' as shown on the floor plan. The clear, interior height should be a minimum of 25'. A 24' wide by 24' high sliding metal door shall be provided on the southeast side of the warehouse and a 12' wide by 24' metal roll-up door on the northwest side. These shall be similar in design to the existing warehouse. Two metal pedestrian doors shall be provided with aluminum doorframes. A unisex restroom with one lavatory and one water closet shall be provided.
 - ii) Foundation. A concrete slab-on-grade structure is anticipated. The warehouse's floor will be designed and constructed to be able to support not less than a live load of 12,000 lbs per square foot. The Contractor is responsible for insuring that the foundation and floor are capable of supporting both live and concurrent dead loads. The Contractor is advised that a grounding mat comprised of 4/00 copper wire on 4' centers is located in the aggregate of the proposed warehouse's footprint. Any foundation features that cut this grid will require its' repair through appropriate splicing techniques.
 - iii) Structural/Architectural. This warehouse's structural features will be based on existing pre-manufactured systems and will conform to appropriate building

codes. No wood products will be allowed in the construction of the warehouse. The exterior facing of the warehouse shall be textured tilt-up concrete, split-faced block. Wall insulation shall provide a minimum of R=11 insulation value. The roof will be a hip style and a standing-seam metal in construction. The roof pitch shall be not less than 5 in12 or per the manufacturer's required minimum, whichever is greater. The seams shall be on 12" centers with a seam height of 2" minimum. The roof metal shall be "Galvalume" and shall have insulation provided to a minimum level of R=30. For the design of this roof, the Contractor shall add 5-lbs/sq. ft. collateral load beyond the appropriate standard design loading for this geographic area. An internal gutter and downspout system shall be incorporated into the design.

- iv) Building Systems. The Contractor is responsible for all of the warehouse's electrical, mechanical, telephone, and plumbing systems. The design should assume that the Contractor will "stub-out" these systems to a point 5' outside of the footprint of the warehouse. The Contractor shall also be responsible for installation of empty conduits for the security system (to be installed by the Government). The Government will be responsible for providing water, sanitary sewer, telephone and electrical connections to these below grade stub-outs. The sanitary sewer stub-out should be designed to be as high in elevation as possible. The electrical and mechanical requirements are identical to the existing warehouse (e.g., lighting, 6-480V electrical outlets, etc.). Electrical heating is to be designed to maintain a minimum 40 degrees Fahrenheit interior temperature. The warehouse's electrical system will be required to be grounded to the above mentioned 4/00 copper transmission yard grid.

C. MISCELLANEOUS. Per contract Section 00800, paragraph 7.2.1.7 this shall be a non-fast track task order.

3. FORMAT OF DESIGN SUBMITTALS

- 1) The contractor shall submit preliminary (20%), interim (60%) and final construction documents.
 - a) Drawings shall be CADD files compatible with "Microstation" as well as 5 printed copies on 22" x 16" paper in a standard architectural scale.
 - b) Specifications shall be in an electronic format compatible with Microsoft Word 97. The Contractor shall also submit 5 printed copies of these documents on 8.5" x 11" paper using a 12 pt. Times New Roman font.
 - i) Any supporting documentation and/or calculations shall be submitted in an electronic format compatible with Microsoft Word 97 and/or Microsoft Excel 97 (or later versions). The Contractor shall also submit 5 printed copies of these documents/calculations on 8.5" x 11" paper using a 12 pt. Times New Roman font.
 - ii) The Government may return to the Contractor for corrections, completion and resubmission any submitted work that shows technical or coordination deficiencies. Should this become necessary, the schedule of this Scope of Work shall not be adjusted for the resubmission. Costs associated with the resubmission shall be borne by the Contractor.

4. SCHEDULE OF DESIGN SUBMITTALS

Five copies of submittals shall be distributed (to persons to be named at a later date) by the Contractor as directed by the Government. The Government shall have 30 days to review each submittal and provide a response to the Contractor.

- i) An initial coordination meeting shall be held within 5 working days of award of the task order.

- ii) A submittal is required at the 20% level within 15 working days following the site visit.
- iii) A submittal is required at the 60% level within 20 working days of receipt of 20% review comments.
- iv) A 100% submittal of all drawings and supporting documents shall be required within 30 working days receipt of 60% review comments.
- v) Construction shall be initiated within 10 working days of approval of the 100% submittal.
- vi) Construction shall be completed within 150 working days of start of construction.
- vii) Total amount of time to complete this task order shall be 257 working days.

5. CONSTRUCTION SUBMITTALS

As part of design the Contractor shall be responsible for specifying required submittals in the construction documents for this project. The Contractor shall also be required to draft the submittal register to be utilized for tracking these submittals.

6. PROTOTYPICAL PROPOSAL OFFER SCHEDULE

As required per Section 00110 of the solicitation, the price/cost associated with the prototypical project shall be inserted herein. Separate price/costs shall be inserted for design and construction. No actual construction documents shall be prepared as part of this solicitation, rather the price/costs of preparing these documents shall be included in the amount proposed for design.

Section 00100 - Bidding Schedule/Instructions to Bidders

SECTION 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1.0 INTRODUCTION

1.1 SCOPE

You are invited to submit a proposal in response to our Request for Proposal (RFP) entitled, “Nashville District U.S. Army Corps of Engineers Multiple Award Task Order Contract (MATOC) Solicitation” for civil works construction and limited design-build services for the geographic area of the Nashville District U.S. Army Corps of Engineers. As a result of this solicitation, the Government intends that four (4) indefinite-delivery, indefinite-quantity, (IDIQ) Task Order Contracts will be awarded to 8(a) contractors. Awards will be made to offerors whose proposals, responsive and conforming to the RFP, are determined to be most advantageous to the Government in terms of technical, price and other factors considered. Work to be performed under the MATOC contracts shall provide construction services, demolition services and **limited** design services for projects designated for real property facilities in the geographic area of the Nashville District Corps of Engineers. Projects will principally be proposal/build type from already completed designs, and projects specified by a Statement of Work. However, offerings may include some design/build projects.

1.1.1 PROJECT CATEGORIES

Work performed under these Multi-Discipline Contracts will be of the following five general project categories:

1.1.1.1 Construction, repair and alteration of various facilities.

1.1.1.2 Construction, repairs and alteration of Electrical Systems (ES)

1.1.1.3 Construction, repair and alteration of Mechanical Systems (e.g. HVAC systems, and controls.)

1.1.1.4 Concrete and/or Asphalt Paving.

1.1.1.5 Demolition of facilities when required

1.1.2 CONTRACT DURATION, LIMITS, AND AMOUNTS

Each of the resulting contracts will be three-years. The Minimum and Maximum values for a single Task Order are \$2,000 and \$1 million, respectively. The maximum value of each contract will not exceed \$3 million over the life of the contract. The minimum guaranteed contract amount is \$60,000.

1.1.3 TASK ORDERS

General: As requirements develop, Task Orders will be competed among the MATOC awardees, or negotiated on a sole source basis as described in Section 00800. The basic contract will be administered (e.g. issuing modifications, etc.) by the Nashville District Corps of Engineers Contracting Office, 110 Ninth Avenue South, P.O. Box 1070, Nashville, TN 37202-1070. Individual Task Orders will be awarded by a federally appointed Contracting Officer (CO) and administered by a federally appointed Administrative Contracting Officer (ACO). Construction performance requirements will be specified for each project in the Task Order Request for Proposal. MATOC Awardees will compete for Task Orders among themselves. The majority of all Task Orders shall be awarded based on competitive proposals received in response to the agency request for proposal.

1.2 NOTICE OF PRE-PROPOSAL CONFERENCE

1.2.1 CONFERENCE DATE & TIME A pre-proposal conference will be conducted on 17 May, 2004 at 9:00 AM in the Conference Room (Room A-655) , Nashville District U.S. Army Corps of Engineers, 110 Ninth Avenue South (Federal Building Annex at Ninth Avenue and Broadway), Nashville, TN 37203. The purpose of this conference will be to brief the proposal requirements and answering questions regarding this solicitation. Interested Contractors are encouraged to attend this pre-proposal conference.

1.2.2. QUESTIONS PRIOR TO CONFERENCE Offerors are requested to submit questions for the conference to the point of contact noted above not later than 3 calendar days prior to conference. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

1.2.3. CONFERENCE MINUTES Record of the conference shall be made available to all prospective offerors, if requested. The record will include minutes of the meeting, including questions and answers.

1.3. DISPOSITION OF UNSUCCESSFUL PROPOSALS AND EXTRA SUCCESSFUL PROPOSALS In compliance with FAR Subpart 4.8 the Government will retain one copy of all proposals. The Government will destroy extra copies of proposals. No destruction certificate will be provided.

1.4. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS

1.4.1 CLARIFICATIONS Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, for proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offer. All questions and requests for information (RFI) must be received NOT LATER THAN 14 May 2004. Any interpretations made will be in the form of an amendment of the solicitation, drawings, specifications, etc., and will be furnished to all prospective offerors via posting to our web site at <http://www.lrn.usace.army.mil/contracting>. Receipt by the offeror must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment by the time set for receipt of proposals. Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding. Questions (on a non-attribution basis) and answers shall be furnished to all prospective offerors via the web site.

1.4.2 INSTRUCTIONS - CLARIFICATION REQUESTS Any such requests for clarifications, discussions, and information concerning this solicitation must be submitted in writing (either, fax or by email) email is preferred, to the contracting office at the address below:

Contracting Office
John W. Anders, Contract Specialist
Reference No. W912P5-04-R-0004
FAX: (615) 736-7912
Email: John.W.Anders@usace.army.mil

1.4.3 REQUEST FOR PROPOSAL WEBSITE All information relating to this RFP, including pertinent changes/amendments and information will be posted on the following website at <http://www.lrn.usace.army.mil/contracting>

1.5. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS The right is reserved, as the interest of the Government may require, to revise or amend, the specifications or drawings or both prior to and/or after the date set for receipt of proposals as necessary. Such amendments, if any, will be announced by an amendment or amendments to this Request for Proposal. All information relating to this RFP, including pertinent changes/amendments and information prior to the date set for receipt of proposals will be posted on the following website: <http://www.lrn.usace.army.mil/contracting>. Though every effort will be made to provide email notification when a change is posted such notification is NOT guaranteed and should not be expected. Offerors are strongly cautioned to check this site frequently and to "refresh" their web page to ensure they have the latest information.

1.6. HAND CARRIED PROPOSALS/INVITATIONS A bid repository is provided for hand carried proposals and is located at Contracting Division, Room A604, Federal Building Annex (Ninth Avenue entrance), 110 Ninth Avenue, Nashville, TN 37203 . Hand carried proposals must be deposited in the repository prior to the time established for receipt of proposals

1.7. WAGE DETERMINATION Davis Bacon Wage Rates are applicable to the prototypical project. Current prevailing wage determination at time of issuance of solicitation is Department of Labor General Decision KY030001 dated 03/19/2004, Building. In the event the current prevailing Wage Determination is changed by the Department of Labor prior to award of this contract the updated Wage Determination will be incorporated by amendment and issued to offerors considered to be in the competitive range. If applicable, these offerors will be given an opportunity to provide revised proposals solely to adjust prices due to Wage Determination changes. Applicable wage rates can be found at: <http://www.access.gpo.gov/davisbacon/index.html>. Each task order shall include wage rates applicable to that specific project.

1.8. PROPOSAL EXPENSES AND PRE-CONTRACT COSTS This RFP does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.

1.9. PROPOSAL ACCEPTABILITY Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal, at the time of proposal submission, may result in the proposal being unacceptable to the Government and eliminated from consideration for award. The offeror is hereby advised that his proposal is presumed to represent his best and final offer in response to this solicitation

1.10 NOTICE OF LIQUIDATED DAMAGES (Ref Contract Clause No. FAR 52.211-12) A liquidated damages clause is set forth in this solicitation in the amount of (to be determined with each Task/Delivery Order) for each day of delay.

SECTION 00110
SUBMISSION REQUIREMENTS AND INSTRUCTIONS

1. GENERAL INSTRUCTIONS

1.1 PROPOSAL PREPARATION INSTRUCTIONS

1.1.1 GENERAL These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposal data. They are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section prior to commencing proposal preparation. All solicitation amendments must be acknowledged in accordance with Section 00100, FAR Clause 52.215-1, and Instructions to Offerors.

1.1.2 COMPLY WITH INSTRUCTIONS Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal, at the time of proposal submission, may result in the proposal being unacceptable to the Government and elimination from consideration for award.

1.1.3 SUBMISSION OF INFORMATION After compiling all required information, submit the information in accordance with the "Proposal Due Date Schedule" paragraph and return the original and specified number of copies to the issuing office listed in Block 7 of the SF1442. Mark the front of the envelope/box with the following: "PROPOSAL No. W912P5-04-R-0004, DO NOT OPEN--- Competitive Acquisition"

1.2 PROPOSAL CONTENT

Prospective offerors shall submit: Part 1: Price Proposal in original and one (1) copy, except as noted, in accordance with instruction contained herein. Part 2: Past/Present Performance information in original and one (1) copy. Part 3: Technical Proposals in original and one (1) copy.

1.2.1 PART 1 constitutes the offer/proposal and includes the following:

1.2.1.1 Section 00010 - "Offeror" portion of the Standard Form 1442.

1.2.1.2 Exhibit A – Insert the price/cost associated with the prototypical project on the Prototypical Proposal Offer Schedule provided in Exhibit A

NOTE - Failure to complete the line item price on the Prototypical Proposal Offer Schedule will result in the proposal being found non-responsive, rejected and eliminated from further consideration for award of a MATOC.

1.2.1.3 Section 00600 – Insert the required certifications and representations.

1.2.2 PART 2 is obtained for evaluation purposes of past and present performance and includes Past Performance References, provided in format shown in Exhibit C; Contractor's Performance Self-Assessment responses, Exhibit A: Subcontractor Consent forms, Exhibit B; and any discussion and or additional information, awards, letters etc. concerning past/present performance the contractor includes.

1.2.3 PART 3 is obtained for evaluation purposes of technical capability. Contractors are cautioned to carefully review the proposal requirements for this Volume.

1.3. PROPOSAL DUE DATE SCHEDULE Parts 1, 2 and 3 are due by the date and time set for the receipt of proposals shown in Block 13 of the SF 1442. In the event this date is extended the due dates for Parts 1, 2 and 3 are also extended. Offerors failing to submit all three (3) parts by the date and time specified may be found non-responsive and removed from further consideration for award.

DESCRIPTION

DUE DATE/TIME

a. Part 1 Price	28 May 2004	at 4:00 PM
b. Part 2 Past Performance	28 May 2004	at 4:00 PM
c. Part 3 Technical Proposal	28 May 2004	at 4:00 PM

1.4. PROPOSAL FORMAT

1.4.1 PURPOSE These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposed data. The proposal shall include all of the information requested in the specific instructions. Failure to include all information requested may adversely affect the evaluation. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will enable the Government to easily understand and perform a thorough and fair evaluation.

1.4.2 SUBMITTAL OF INFORMATION Offerors are cautioned to submit enough information to enable the evaluation committee to fully ascertain each offeror's capability to perform all of the requirements contemplated by this solicitation. All commitments made in the proposal will become a part of the resultant contract. The data submitted with each proposal should be complete and concise, but not overly elaborate. Excessive reliance on promotional brochures is discouraged.

1.4.3 PAGE LIMITS Proposal Parts 2 and 3 shall not exceed the page limits stated. If the page limit is exceeded, the pages in excess of the limit shall be unread.

1.4.4 PAGE LIMIT INCLUDES All appendices, charts, graphs, diagrams, tables, photographs, drawings, etc. except as noted in the instructions. Type size will not be smaller than Microsoft Word Times New Roman 12 point font, normal proportional spacing. Text lines will be single-spaced.

1.4.5 BINDING Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the offeror's name, Part number, RFP number, RFP title and copy number, (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.

1.4.6 INDEXING Each volume will contain a "Table of Contents" for that volume. The "Table of Contents" will identify major areas, paragraphs and subparagraphs by number and title as well as by page number and volume locations. Tab indexing will be used to identify Sections as appropriate. Table of Contents and Tab indexes do not count toward page limitation.

1.4.7 GOVERNMENT REQUEST FOR ADDITIONAL INFORMATION Offeror may, at the discretion of the Government, be asked to provide more information and clarification regarding their proposals. Requests for such information do not constitute discussions.

1.4.8 RESPONSIBILITY FOR VALIDITY OF INFORMATION The offeror shall be held responsible for the validity of all information supplied in his/her proposal, including that provided by potential subcontractors. Should subsequent investigation disclose that the fact and conditions were not as stated, the proposal may be rejected.

2.0 PROPOSAL VOLUME CONTENTS

2.1 PART 1, PRICE/COST INFORMATION Offerors shall provide all price/cost information necessary to provide a meaningful basis for government's analysis and evaluation of price/cost for the project set forth in Section 00120 of this solicitation. The Government is not and does not intend on requesting certified cost or pricing data. Offerors may be required, during the evaluation process to provide sufficient price/cost information that will enable the Government to perform an evaluation in accordance with Section 00010. If an offeror proposes an unusually low price, the offeror should also provide rationale to justify the price. Detailed requirements follow:

2.1.1 OFFER AND SECTION 00010 – Complete in its entirety the “Offeror” portion of the Standard Form (SF) 1442 and SF 1442 back. An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 is required to have an original signature.

2.1.2 Section 00010– Insert the price/cost associated with the prototypical project on the Prototypical Proposal Offer Schedule provided in Section 00010 NOTE - Failure to complete the line item price on the Prototypical Proposal Offer Schedule will result in the proposal being found non-responsive, rejected and eliminated from further consideration for award of a MATOC.

2.1.3 REPRESENTATIONS AND CERTIFICATIONS – SECTION 00600 - insert the required certifications and representations.

2.2 PART 2, PAST PERFORMANCE INFORMATION Limit this section to a maximum of 15 pages. Pages in excess of this maximum limit shall be removed from the proposal and will not be evaluated. Failure to provide complete past/present performance information with proposals at the time and date required may render an offeror's proposal non-responsive and ineligible for award. Do not include price or pricing information in this section.

2.2.1 PERFORMANCE AND SELF ASSESSMENT QUESTIONNAIRE FORMAT Offerors shall discuss in narrative format their performance using the Performance Self Assessment Questionnaire format, for a minimum of three (3) maximum of five (5) contracts. Offerors are to provide information to demonstrate a history of performance that demonstrates construction experience in performing work that is similar in scope, size, and complexity to that category of projects selected in these contracts. This information shall address relevant contracts held within the last three years. Offerors shall explain what aspects of the contract are deemed relevant to the proposed effort and identify how each contract ranks, in terms of relevancy, with respect to the other contracts addressed in the part. Offerors should consider the currency and relevancy of the past performance information. Current performance may have greater impact than older performance. In determining relevancy to the solicitation requirement, offerors should provide references for projects for which the construction methods employed and the complexity of the project and the location of the work were similar to those entailed for the proposed effort. Offerors should also consider the similarity of the location at which work was performed to the location(s) at which work will be performed under the proposed contract. Offerors may include with their proposal, information on problems encountered on the identified contracts and the offeror's correction actions. Include construction awards, customer letters of commendation, etc., with points of contact and telephone numbers.

Include information on major subcontractors utilized and their relationship, if any, to the execution of projects should a contract be awarded to your firm. Each major subcontractor/ Teaming Partner must also complete the “Subcontractor Consent Form” included at Exhibit C. Specify by name any key individual(s) who participated in the contract being discussed who are proposed to support the instant acquisition. Also, indicate their contractual roles for both acquisitions.

Also, describe your Compliance with Small Business Concerns Requirements - Compliance with Utilization of Small Business Concerns clause requirements (applicable to all offerors).

2.2.2. USE OF REFERENCE IDENTIFICATION FORMS Offerors shall identify in Part 2 the following on separate “Reference Identification Forms”, Exhibit C, ALL businesses and Federal, State or Local Government agencies for whom the offeror has been awarded a contract during the past three (3) years for the period beginning 3 years back from the solicitation release date. If an offeror has more than 10 awarded contracts during the past 3-year period, then identify only 10 consecutive awarded contracts. ALSO, include an “Subcontract Consent Form”, Exhibit C sheet for each contract discussed in accordance with paragraph 2.2.1. The Exhibit B sheets, do not count

toward the volume page count. If the offeror does not have government references, the offeror should provide references from private industry sources that are not prohibited from furnishing information to the Government. The information must provide a point of contact at each of these agencies or business organizations.

2.2.3 OTHER PAST PERFORMANCE INFORMATION – REQUIRED -Provide interstate experience modifier rate (EMR) from offeror's insurance company for the current year, plus last three years. (2). Include similar data for electrical, and other major subcontractors being proposed. (3) Provide Incident Rate (IR) for offeror and the electrical subcontractor. (3). Include similar data for other major subcontractors being considered where safety is a concern. Contractors (at any tier) having an EMR greater than 1.2 (20% insurance premium) and/or an incident rate higher than 5.0 (5 lost time accidents per 200,000 hours worked), shall explain reason for high ratings.

2.2.4 OTHER PAST PERFORMANCE INFORMATION – REQUIRED - Provide a list of major subcontractors you intend on using if awarded a MATOC contract. Include the company name, POC, and contact number. Include "Subcontractor Consent Form", Exhibit C, for subcontractors/Team Partners. Written references for major subcontractors should be included and are encouraged, but not required. The Government reserves the right to request reference contact information for subcontractors as necessary to complete the evaluations. Such information if obtained, shall be considered clarifications and not discussions.

2.2.5 OTHER PAST PERFORMANCE INFORMATION (OPTIONAL) Offerors are encouraged to include in the evaluation process:

2.2.5.1 Effectiveness of value engineering (VEC) proposals (Provide a brief description; impact on cost, schedule, efficiency or quality; contract number; name and phone number of customer benefiting from the VEC).

2.2.5.2 Professional/Industry awards (Identify award type, date of award and copy of certificate if applicable).

2.2.5.3 Letters of appreciation, recognition or commendations, etc., received on behalf of a customer may be submitted. The Government will consider up to five (5) such documents.

2.2.5.3.1 It is suggested that if available, the contractor submit copies of letters of recommendations that relate to design-build projects completed within the prior three-year period.

2.2.5.3.2 The information, if provided, shall be limited to the period starting 5 years prior to the solicitation release date.

2.2.5.4 Unique skills and accomplishments (Explain unique skills and/or accomplishments and provide supporting information for verification).

2.2.6 INSTRUCTION FOR LACK OF PAST PERFORMANCE EXPERIENCE Offerors lacking relevant present/past performance experience may submit information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement if such information is relevant to this acquisition. Offerors without design/build experience, should use this section to provide information on A&E firms with whom they have a relationship for possible future subcontracts. In this case, offerors shall provide relevant information to allow Government evaluators to conduct a Past/Present Performance evaluation on the predecessor companies, key personnel and/or subcontractors. Such information shall, as a minimum, include:

2.2.6.1 Name(s) of Predecessor Company/Subcontractor and/or Key Personnel and include:

Complete Address

Telephone, Fax Number and email address

Brief synopsis of the experience (a resume may be submitted for "Key Personnel") and relevancy to this project.

2.2.6.2 Provide three (3) references for each Predecessor Company, Subcontractor or Key Personnel and include for each reference the same information required in paragraph 2.2.2, Exhibit C. Clearly identify the contractor/individual for whom the reference information concerns. Include "Subcontractor Consent Form", Exhibit B, for subcontractors/team partners. The Exhibits B and C sheets do not count toward the volume page count.

2.2.7 SOURCES OF DATA FOR EVALUATION Offerors are advised that the Government may use all data provided by the offeror in this part and data obtained from other sources, to include but not limited to government-wide databases, in the development of performance confidence assessments. Past performance information on contracts not listed by the offeror, or that of planned subcontractors, may also be evaluated. The government may contact references provided by the offeror, as well as any other source it identifies, and information received may be used in the evaluation of the offeror's past performance. While the government may elect to consider data obtained from other sources, the burden of providing current, accurate and complete past performance information rests with the offeror.

2.3 PART 3, TECHNICAL INFORMATION Limit this volume, exclusive of Project Schedule and Quality Control and or Safety Plans to a maximum of 25 pages only. Pages in excess of this maximum limit shall be removed from the proposal and will not be evaluated for award. Failure to provide complete technical data with proposals may render an offeror's proposal non-responsive and ineligible for award. The technical proposal shall be prepared in accordance with the instruction give in this section and will be evaluated in accordance with the evaluation criteria listed in Section 00120, Proposal Evaluation and Contract Award. Technical Proposals shall not include price or pricing information.

2.3.1 GENERAL INSTRUCTIONS The proposal narrative should include necessary information regarding the offeror's ability to perform complete project management of required construction services. Project management plan includes the full spectrum of activities such as, limited architect and engineering design, estimating, proposal preparation, subcontract purchasing and management, work scoping and planning, construction superintendent duties, quality controls and safety. Additional clarification of these requirements is to be inferred from information contained in the description of content of each section of the technical proposal discussed below as well as the evaluation factors for award identified in Section 00120.

2.3.1.1 The technical proposal shall be submitted in accordance with the instruction contained herein. In no case shall statements such as "we comply with the requirements of the contract" or its equivalent is acceptable to meet the requirements of this request for proposal.

2.3.1.2 To assure that information is properly presented and to aid the Government in the evaluation process, offerors are requested to present their technical proposal information in the following order: (1) Specialized Experience; (2) Organization; (3)Specific Personnel; (4) Scheduling Methodology; (5) Quality Control and Safety; and (6) Design Build Experience and Design Build Team Experience. Each item should include a narrative and be covered in sufficient detail to clearly address required information. This should preclude the return of an incomplete proposal or the rejection of a proposal due to items not addressed.

2.3.2 SPECIALIZED EXPERIENCE In order for the Government to evaluate the quality and extent of related experience, and determine if the offeror has the experience to manage multi-disciplined construction projects, which are comparable to the work requirements of this solicitation, offerors are required to provide relevant experience data. This information shall address all relevant contracts held within the last three years. These contracts may be either commercial or Government and should have been for the management of multi-discipline/multi-project construction efforts. Include information on major subcontractors utilized and their relationship, if any, to the execution of projects should a contract be awarded to your firm.

2.3.3 ORGANIZATION Provide an organization chart that demonstrates your ability to manage multiple projects at the same time without significant difficulty. Discuss your organization and as a minimum indicate number of personnel and discuss the duties of proposed technical staff. Offerors should specify criteria (skill levels, experience, and background) for personnel in these positions. Provide a description of Quality Control Staff, to include lines of accountability. Describe functions, responsibilities and authorities for performing such duties as

overall project management, site superintendence, quality control, estimating, scheduling, and subcontract purchasing and administration. In addition, clearly define support and interface with home office or corporate headquarters for such aspects as financial, management and technical support, if applicable. Describe how your firm will be capable of responding to Government requirements and emergency response requirements specified in contract.

2.3.4 SPECIFIC PERSONNEL Provide resumes for proposed personnel, to include background, education, and experience for project management; site superintendence; quality control; estimating; scheduling; and safety. Personnel shall meet experience qualifications included in the special contract requirements or specifications, as applicable. Provide a list of major subcontractors who will be utilized throughout the life of the contract. State the length of time and past relationship you have with proposed subcontractors. Provide resumes for key personnel of proposed major subcontractors. Provide letters of intent for personnel not currently on staff, and major subcontractors, who are being hired for this effort.

2.3.5 SCHEDULING METHODOLOGY Describe your scheduling technique and project planning methodology. Describe scheduling method(s) so as to develop a logical and realistic progress schedule. Identify automated scheduling systems you have or will use and/or intend to use on this contract. Describe your understanding of restrictions that must be considered in the schedule, events associated with coordinating design submittals and incorporating review comments (design-build only). Describe your capabilities to schedule the complete project to ensure the work is completed within the contract duration.

2.3.6 QUALITY CONTROL AND SAFETY

2.3.6.1 Planned Quality Control (QC)Activities: Provide a discussion of planned Quality Control activities to meet the requirements of the contract. (Reference Sections 00800 and/or 01451). This discussion should be broad enough to address all aspects of quality control including, but not limited to, responsibility for surveillance of work, acceptance, rejection, documentation, and resolution of deficiencies, trend analysis and corrective action, quality control processes, and interface with Government inspectors. Offerors may provide proposed Quality Control Plan. (This will not count towards the page limit of your proposal). (Insert the Quality Control Plan after the Design Build Section, if applicable).

2.3.6.2 Planned Safety Activities: Discuss your overall Safety program, including training and documentation. Demonstrate familiarity with, and adherence to, OSHA standards, USACOE EM 385-1-1 (Safety Manual) and standard Tennessee OSHA safety requirements. Describe steps that promoted safety during construction within last three years. Offerors may provide proposed Safety Plan. (Insert the Safety Plan after the Quality Control Plan, if applicable).

2.3.6.3 Contractors (at any tier) having an EMR greater than 1.2 (20% insurance premium) and/or an incident rate higher than 5.0 (5 lost time accidents per 200,000 hours worked), shall explain how they intend to maintain an accident free worksite.

2.3.7 DESIGN BUILD This section includes both Design Build Experience and Design Build Team Experience.

2.3.7.1 Design Build Experience. In order for the Government to evaluate the quality and extent of related design-build experience, offerors are required to provide relevant experience data. This information shall address design-build contracts held within the last five years. Identify the number of contracts performed, contract period, description of work performed, project scope, and dollar value. These contracts may be either commercial or Government. In addition to the proposing contractor, also submit the Names(s) of A&E firm(s) you will be utilizing and discuss their experience with design build projects. Experience should address experience in the management of multi-discipline/multi-project design-build efforts.

2.3.7.2 Design-Build Team Experience. In order for the Government to evaluate the quality and extent of your recent design-build team experience, to determine if it is comparable to the design-build work requirements of this solicitation, offerors are required to provide relevant design-build team experience data. Design build team is comprised of contractor, contractor personnel, proposed A&E firms, and major subcontractors to be utilized in these

efforts. This information shall address design-build contracts the team has held within the last three years. Identify the number of contracts performed, contract period, team members, (are they still with your firm?), description of work performed, and dollar value. These contracts may be either commercial or Government and should have been for the management of multi-discipline/multi-project construction efforts.

SECTION 00120 PROPOSAL EVALUATION AND BASIS FOR AWARD

1.1 GENERAL INFORMATION

1.1.1 GENERAL This solicitation is for multiple award indefinite delivery, indefinite quantity (IDIQ) Task Order Contracts (MATOC). The government intends to award contracts four (4) qualified offerors deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposals conform to the RFP's requirements and are judged to represent the Best Value to the Government. The Best Value is the most advantageous offer, price and other factors considered, and consistent with the Government's stated importance of evaluation criteria. This may result in award being made to a high-rated, higher-priced offeror where the Contracting Officer determines that the past/present performance and technical capability of the higher-priced offeror outweighs the price difference. To arrive at a Best Value decision, the Contracting Officer will integrate the evaluation of past/present performance, technical and price, with Past/present Performance and Technical significantly more important than price. While the Government and the Contracting Officer will strive for maximum objectivity, the evaluation process, by its nature, is subjective and therefore, professional judgment is implicit throughout the entire evaluation process.

1.1.2 BASIS FOR AWARD The source selection process will be conducted in accordance with FAR Part 15.3, source selection procedures. Offers will be evaluated using the criteria listed in "Evaluation Factors for Award." Noncompliance with the RFP requirements may raise serious questions regarding an offeror's technical and/or cost performance and may be grounds to eliminate the proposal from consideration for contract award.

1.1.3 IMPORTANCE OF COMPLETE PROPOSAL The Contracting Officer will conduct proposal compliance review after closing for determination of adequacy prior to providing the proposals to the board. Failure to submit a complete proposal offer may result in the proposal being found non-responsive, rejected and eliminated from further consideration for award.

1.1.4 PLACEMENT OF PRICING INFORMATION Offerors must ensure that no pricing information is displayed in Parts 2 and 3, Past Performance and Technical Proposals. However, this restriction does not preclude the offeror from describing cost comparison data or staffing levels relevant to the offeror's proposal.

1.1.5 USE OF PAST PERFORMANCE INFORMATION Although the assessment of past performance as a specific evaluation factor is separate and distinct from the Determination of Responsibility required by FAR Part 9, past performance information obtained herein may be used during the Government's responsibility determination.

1.1.6 DISCUSSIONS The Government intends to evaluate proposals and award contracts without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical approach. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

1.1.7 PRECEDENCE OF SUBMITTED INFORMATION Offerors are cautioned that all information provided, regardless of the format, i.e. written proposal, responses to notices, discussions, etc. shall be considered as proposal information, and unless specifically excepted, used in the proposal evaluation process. When information provided enhances or contradicts previously provided proposal information, the latest information received will take precedence, regardless of format in which the information was received.

1.1.8 ENFORCEABILITY OF PROPOSAL The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (if applicable e.g., key personnel, subcontractors, plans, etc.) will be utilized for the duration of the contract and any substitutions will require prior Contracting

Officer's approval.

1.1.9 GOVERNMENT RIGHT OF REJECTION The Government reserves the right to reject any or all offers if such action is in the Government's best interest.

2.1 EVALUATION FACTORS

2.1.1. GENERAL Evaluation factors of past performance and technical considerations, when combined, are significantly more important than cost or price. The evaluation process is as follows:

2.1.1.1 The Government will evaluate an offeror's Present/Past Performance using descriptive adjectives that most accurately define the offeror's performance risk considering each sub-factor identified in this section

2.1.1.2 The Government will evaluate an offeror's technical proposal using a color rating that combines technical merit and proposal risk.

2.1.2.3 The Government will evaluate the reasonableness and realism of the total proposed price for the prototypical project.

2.1.1.4 The following process will be used to determine the best value for selection of the MATOC basic contract awards: The color rating and risk assessment of the Technical factor and Present/Past Performance, will be evaluated in conjunction with the price proposed for the Prototypical Task Order. To arrive at a Best Value decision, the Source Selection Authority will integrate the evaluation of past/present performance, technical, and price, with Past/Present Performance and Technical significantly more important than price. The firms that represent the best value to the government will be selected for award of a MATOC basic contract.

2.1.1.5 The Government intends to evaluate proposals and award the contracts without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. Do not assume you will have the opportunity to clarify, discuss or revise your proposal.

2.1.1.6 The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

2.1.1.7 The Government reserves the right to reject any or all proposals at any time prior to award; negotiate with any or all offerors; award a contract to other than the offeror submitting the lowest price(s) or highest technically rated; and award contracts to offerors submitting a proposal determined by the Government to be the most advantageous (best value) to the Government.

2.1.2 PAST/PRESENT PERFORMANCE EVALUATION

2.1.2.1. The Past Performance proposal is limited to 15 pages, exclusive of Subcontractor Consent Forms and Reference Identification Forms. Pages in excess of this number will be removed during the compliance review, reference Section 00120 paragraph 1.1.3, and will not be evaluated. The government will conduct a performance risk assessment based upon the past/present performance of the offeror as it relates to the probability of successful accomplishment of the work required by the solicitation. The evaluation will consider an offeror's business practices, customer relationship, and ability to successfully perform as proposed. The evaluation will consider the offeror's past/present performance considering currency, relevancy, sources, context, and trends to include but not limited to :

2.1.2.1.1 Offeror's business practices

2.1.2.1.2 Customer relationship

- 2.1.2.1.3 Ability to successfully perform
- 2.1.2.1.4 Quality- Management and Workmanship
- 2.1.2.1.5 Timeliness and adherence to schedule
- 2.1.2.1.6 Specification compliance
- 2.1.2.1.7 Safety

2.1.2.1.7.1 Acceptable interstate experience modifier rate (EMR) from insurance company for the current year, plus last three years

2.1.2.1.7.2 Adequacy of Incident Rate (IR) from insurance company for the current year, plus last three years. Contractors (at any tier) having an EMR greater than 1.2 (20% insurance premium) and/or an incident rate higher than 5.0 (5 lost time accidents per 200,000 hours worked), explained reasons for rates

2.1.2.1.8 Overall customer satisfaction.

2.1.2.1.9 (Design-Build) - degree of success from the owner's standpoint.

2.1.2.2 In conducting the performance risk assessment, the government may use data provided by the offeror, and data obtained from other sources. The evaluator may: evaluate present and past performance information through the use of questionnaires completed by the offeror's references; use data independently obtained from other government or commercial sources, including, but not limited to government databases; rely upon personal business experience with the offeror; and the information provided in the Offeror's Past Performance Self Assessment Questionnaire. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing contracts. The evaluation may take into account present/past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. Past/present performance information on contracts not listed by the offeror, or that of planned subcontractors, may also be evaluated. The government may contact references and contact parties other than those identified by the offeror, and information received may be used in the evaluation of the offeror's past/present performance. While the government may elect to consider data obtained from other sources, the burden of providing current accurate and complete past/present performance information rests with the offeror. The Government reserves the rights to obtain and evaluate past/present performance information from any source it deems appropriate.

2.1.2.3 An offeror with no past performance may receive a rating based on the evaluation of its predecessor companies, key personnel, and/or subcontractors. These ratings may have the same weight as the ratings of the proposing company. If such information is not applicable (i.e., the offeror does not have a predecessor company, key personnel or subcontractors with relevant experience), the offeror shall be evaluated as "neutral". However, the proposal of an offeror with no relevant past/present performance history, while rated neutral in past/present performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposal of other offerors. Offerors without previous Government contracts shall be rated neutral in the area of compliance with small business concerns requirements.

2.1.2.4 Currency, Relevancy, Trends: The Government will consider the currency, relevancy and trends of the performance information while conducting its performance evaluation. For the purpose of this solicitation, currency is performance occurring within the last three (3) years ending with the solicitation release date. Within this period, performance occurring later in the period may have greater significance than work occurring earlier in the period. In assessing relevancy, the Government may evaluate an offeror's references for similarity of the construction methods provided, scope of contract and location of work. Relevancy will be evaluated based on successful performance in the construction.

2.1.2.5. In accordance with FAR 15.306(a)(2), if award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposals, e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond, or to resolve minor clerical errors.

2.1.2.6. In the evaluation of Past Performance, the evaluator will use the following adjectives and related definitions to define the performance risk the contractor poses:

PAST/PRESENT PERFORMANCE RATINGS

Very Low Risk	Offeror's past/present performance record provides essentially no doubt that the offeror will successfully perform the required effort.
Low Risk	Offeror's past/present performance record provides little doubt that the offeror will successfully perform the required effort.
Moderate Risk	Offeror's past/present performance record provides some doubt that the offeror will successfully perform the required effort.
High Risk	Offeror's past/present performance record provides substantial doubt that the offeror will successfully perform the required effort.
Unknown Risk	The offeror has no relevant past/present performance record. A through search was unable to identify any past/present performance information

2.1.3 TECHNICAL PROPOSAL EVALUATION

2.1.3.1 General. The technical proposal must include necessary information to enable evaluators to form a concrete conclusion of the offeror's ability to perform complete project management of multi-disciplined construction projects. The evaluation of each technical proposal will evaluate and measure the ability of the offeror to effectively manage multi-discipline construction projects, provided in response to the submission requirements specified in the Request for Proposal (RFP). The evaluation will be divided into six (6) general areas, with in-depth examinations made of each. Each of the six (6) areas listed below are of equal importance and are applicable to all offers

1. Specialized Experience
2. Organization
3. Specific Personnel
4. Scheduling Methodology
5. Quality Control and Safety Activities
6. Design Build (Design Build Experience & Design Build Team Experience)

2.1.3.2 Specialized Experience. The Government will evaluate the quality and extent of related experience, and determine if the offeror has the experience to manage multi-disciplined construction projects, which is comparable to the work requirements of this solicitation. To meet the requirements of the RFP the proposal must demonstrate that the contractor has experience with management of construction projects that require multi-discipline skills to perform.

2.1.3.3. Organization. – The Government will evaluate the offeror's overall organization, organization chart, as well as number of personnel and the duties of proposed technical staff to determine if offeror has the ability to manage multiple projects without significant difficulty. The narrative must adequately address functions, responsibilities and authorities for performing such duties as overall project management, site superintendence, quality control, and subcontract purchasing and administration. The specific criterion proposed (skill levels, experience, and background) for personnel, if adequate, is an indicator of an acceptable organization. If applicable, the support and interface with home office or corporate headquarters for such aspects as financial, management and technical support are adequately defined. Narrative includes a reasonable description of how the offeror plans on complying with the contract's response requirements.

2.1.3.4. Specific Personnel. – The Government will evaluate the offeror's proposed personnel for the following functions: Project Management, site superintendence, quality control, estimating, scheduling, and safety, as well as the list of major subcontractors who will be utilized throughout the life of the contract. A resume for each proposed personnel to include background, education, and experience is provided and indicates acceptable experience. Personnel meet experience qualifications included in the special contract requirements or specifications, as applicable. Letters of intent are provided where required. The contractor's proposed subcontractors are verifiable, and narrative indicates a good professional relationship with multi-discipline subcontractors.

2.1.3.5. Scheduling Methodology. – The government will evaluate the scheduling methodology to determine if they have scheduling processes that ensure completion and control of the project from beginning to the end of the project. Contractor demonstrates an understanding of the scheduling requirements of the RFP, as stated in Section 01001. Contractor demonstrates an understanding of the limitations of a schedule as well as an understanding that an appropriate schedule will result in successful completion of projects.

2.1.3.6. Quality Control and Safety Activities

2.1.3.6.1. The government will evaluate the proposed quality control activities for compliance with the requirements of the contract Section 01451. The contractor's quality control discussion details the contractor's policy with regard to QC and how the contractor intends to achieve this standard. QC discussion provides a detailed explanation of how quality issues are dealt with on various types of construction projects. (Note: The proposed Quality Control Plan if provided will be evaluated).

2.1.3.6.2. The government will evaluate the proposed safety program, including, but not limited to training and documentation. Contractor demonstrates familiarity with, and adherence to, OSHA standards, USACOE EM 385-1-1 (Safety Manual) and standard Tennessee OSHA safety requirements. Discussion includes steps that promoted safety during construction within last three years. (Note: The proposed Safety Plan (if provided) will be evaluated). Contractors (at any tier) having an EMR greater than 1.2 (20% insurance premium) and/or an incident rate higher than 5.0 (5 lost time accidents per 200,000 hours worked), provided a reasonable explanation of how they intend to maintain an accident free worksite.

2.1.3.7. Design-Build

2.1.3.7.1 Design-Build Experience - The Government will evaluate the proposal to determine if it demonstrates that the offeror and proposed A&E's and major subcontractors have sufficient backgrounds in the design build process capable of meeting the contract scope requirements for design-build projects.

2.1.3.7.2. Design-Build Team Experience - The Government will evaluate the proposal to determine if the offeror indicates its ability to assemble a team of contractors, designers, estimators and other personnel necessary to perform design-build projects as well as the extent of their experience with these teams.

2.1.3.8 Offerors assigned the same performance rating (e.g., "Blue ") for each sub-factor will receive the same performance rating at the Factor level (i.e., the "overall" technical rating inclusive of all sub-factors). Offerors receiving different performance ratings at the sub-factor level will be assigned an overall technical rating based on the subjective judgment of the government evaluators. However, an offeror receiving at least one "RED" sub-factor rating may receive an "overall" rating of "RED".

TECHNICAL EVALUATION FACTORS

<u>Color Rating</u>	<u>Evaluation Criteria</u>
Blue	Proposal meets all solicitation requirements, demonstrates an excellent understanding of the requirements and has salient features that offer significant advantage to the Government. Excellent in all respects. Advantages/strengths not offset by disadvantages/weaknesses. Very good probability of success with overall low degree of risk in meeting government requirements.
Green	Proposal meets solicitation requirements and demonstrates an adequate understanding of the requirements but does not offer significant advantages to the Government over basic RFP requirements. Where there were areas of concern, clarifications given by contractor were acceptable. Disadvantages/weaknesses are not significant. Good probability of success with overall low to moderate degree of risk in meeting the government requirements.
Orange	Proposal meets some but not all the RFP requirements, but offers disadvantages (weaknesses) outweighing other advantages (strengths). Examples: little or no experience cited; weak proposal; mimics RFP language rather than expressing offeror's approach or understanding of the RFP. Probability of success considered less than full confidence (high risk)
Yellow	Proposal meets some but not all the RFP requirements. Proposal does not address all required RFP criteria; little or no experience to the extent that Overall quality cannot be determined because of errors, omissions or deficiencies that may be capable of being corrected without a major rewrite or revision of proposal. Probability of success is questionable without further explanation by offeror. (unacceptable risk).
Red	Proposal demonstrates little to no understanding of the requirements; or approach fails to adequately meet acceptable performance expectations. Proposal contains major errors, omissions or deficiencies and these conditions cannot be corrected without a major rewrite or resubmission. There is an unacceptably high degree of risk in meeting the government's requirements

2.1.4 PRICE EVALUATION The purpose of the price/cost evaluation is to provide an assessment of the reasonableness and realism of the proposed price/cost in relation to the solicitation requirements. Proposals will be evaluated in the following manner.

2.1.4.1. The Government evaluation team will conduct a price/cost evaluation of each offeror's Prototypical Price proposal to determine whether or not each proposal complies with the stated criteria: "Reasonableness" and "Realism ". If the proposed price is determined to be reasonable and realistic a GO rating will be given, if found to be unreasonable, a NO GO rating will be assigned to the price evaluation factor. Those proposals evaluated as not satisfying all of the price/cost criteria may be eliminated from the competitive range unless the Contracting Officer determines.

2.1.4.1.1 A minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or.

2.1.4.1.2 The Contracting Officer determines discussions are required

2.1.4.2 Reasonableness of an offeror's proposal is evaluated through cost or price analysis techniques as described in FAR Subpart 15.305(a)(1) and (4). For cost (Price) to be reasonable, it must represent a cost (Price) that provides best value to the Government when consideration is given to prices in the market, technical and functional capabilities of the offeror.

2.1.4.3 Realism is evaluated by assessing the compatibility of proposed costs with proposal scope and effort. For cost (Price) to be realistic, it must reflect what it would cost the offeror to perform the effort if the offeror operates with reasonable economy and efficiency. Proposals unrealistically high or low in price, when compared to the government estimate, and market conditions evidenced by other competitive proposals received, may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches or conditions are the basis for an unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price realism rests solely with the offeror.

2.1.5 PROPOSALS CONSIDERED UNACCEPTABLE

2.1.5.1 Reasons why a proposal may be found unacceptable by the Contracting Officer include but are not limited to:

2.1.5.2 Failure to provide adequate information in technical and price proposals as specified.

2.1.5.3 Failure to achieve a rating above RED for any or all of the technical areas,

2.1.7 DEBRIEFINGS

2.1.7.1 Offerors excluded from the competitive range or otherwise excluded from the competition before award may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.505.

2.1.7.2 After award, unsuccessful offerors may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.506.

2.1.7.3 Debriefings will furnish the basis for the selection decision. Debriefing information will include the Government's evaluation of the strong and weak or deficient factors in the Offeror's proposal; however, item-by-item comparisons with other offerors' proposals will not be made. Debriefings will not reveal the relative merits or technical standing of competitors or the evaluation results of competitors. Moreover, debriefings will not reveal any information that is not releasable under the Freedom of Information Act.

3.0 CONTRACT AWARD

3.1 MATOC CONTRACTS shall be awarded to responsible offerors whose offer conforming to the solicitation will be considered to be advantageous to the Government based upon the evaluation factors contained in this solicitation.

3.1.1 GOVERNMENT RIGHT TO WAIVER The Government reserves the right to waive informalities and minor irregularities in offers received. If a minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process.

3.1.2 NEGOTIATIONS/DISCUSSIONS The Government may award contracts based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms

from a price and technical standpoint. The Government may accept within the time specified therein, any offer whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award.

3.2 PROTOTYPICAL PROJECT The prototypical project of this solicitation may be awarded, within the acceptance period specified in this solicitation as a task order(s) against this awarded MATOC contract, at the sole discretion of the contracting officer, and subject to availability of funds without further discussion. In the event the government elects to award the prototypical project, award of the prototypical project will be made to the contractor awarded a MATOC who provides the best value to the Government.

3.3 PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS Any proposed (a) key personnel, (b) minimum qualifications for incoming or replacement key personnel, and (c) subcontractors will be incorporated into the contract resulting from this solicitation and shall be limited to individuals, qualifications, and firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions.

3.4 AWARD A written award, or acceptance of offer mailed, or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.216-27	Single or Multiple Awards	OCT 1995
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.237-10	Identification of Uncompensated Overtime	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
Kentucky: Christian County 18.2%	All counties 6.9%
Cumberland, Russel, and Pulaski Counties 12%	
Marshall and Livingston Counties 5.2%	
Laurel and Whitley Counties 4.5%	
Tennessee: Hamilton County 12.5%	
Knox County 6.6%	
Montgomery County 18.2%	
Clay, Dekalb, Smith, Stewart Counties 12.0%	
Davidson, Metro Nashville 15.8%	
Alabama: Lauderdale 11.9%	
Limestone, Madison, and Marshall Counties 12.0%	

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the geographic area of the Nashville District, as per the attached map and the above referenced counties.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (v) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U. S Army Corps of Engineers
Lannie L. Summers, Contracting Officer
Room A-604
110th Avenue South,
Nashville, Tennessee 37203.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil>

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(vi) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(a) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(vii) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) codes for this acquisition are 236,237,238.

(2) The small business size standard is 28.5 million dollars.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ Over 1,000 ____ Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

() (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign

concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-18	Notification Of Competition Limited To Eligible 8 (A) Concerns	JUN 2003
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.233-1	Disputes	JUL 2002
52.236-4	Physical Data	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.248-3	Value Engineering-Construction	FEB 2000
52.253-1	Computer Generated Forms	JAN 1991

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.242-7000	Postaward Conference	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) - ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (see individual task orders) . * The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (See individual task orders for each calendar day of delay until the work is completed or accepted.)

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through completion of the contract term.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00 or;

(3) A series of orders from the same ordering office within 5 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract completion date.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned

small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and

wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(viii) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of

the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid

fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(iii) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ix) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly

established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: "none".

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of

1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a

subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.232-5002 -- Continuing Contracts (Alternate) (Mar 1995) -- EFARS

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of available funds will be identified by individual task orders issuance as prescribed by Engineer Federal Acquisition Regulation Supplement (EFARS) Paragraph 32.705-100 for this contract. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

- (c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.
- (d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.
- (e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.
- (f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.
- (g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.
- (h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.
- (i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.
- (x) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

(End of Clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this

contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(xi) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or

shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date,

time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the

contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is

received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the

contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The contractor will notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
specsintact		http://specsintact.ksc.nasa.gov

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

Section 00800 - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1.0 PURPOSE AND SCOPE

1.1 PURPOSE The purpose of this Multiple-Award Task Order Contract (MATOC) is to provide design-build construction services for a broad range of renovation and construction projects, primarily in support of the *U.S. Army Corps of Engineers, Nashville District, Nashville, Tennessee*.. As requirements develop, Requests for quotations/Proposals (RFQ/RFPs) for Task Orders will be issued on a competitive or single source basis, at the Government's discretion. Task Orders will vary in size from \$2,000.00 to \$1,000,000.00 dollars and will be awarded and issued by the individual task orders awarded and administered by duly appointed federal contracting officers. Orders will primarily include Construction, Repair and Maintenance projects involving a variety of trades. Work performed under these contracts will include but not limited to the following general project categories: Construction, repair and alteration of various facilities; Construction, repairs and alteration of Electrical Systems (ES); Construction, repair and alteration of Mechanical Systems (e.g. HVAC systems, and controls.): Concrete and Asphalt Paving; Demolition of facilities.

2. PERIOD OF SERVICE

2.1 BASIC AND OPTION PERIODS Each contract will be for a period not to exceed three years from date of the basic contract award. Maximum value of all projects awarded under the MATOCs will be limited to \$3,000,000.00 per contract per the three (3) year contract period.. Task Order minimum and maximum limits are \$2,000.00 and \$1,000,000.00 dollars respectively. The minimum task order amount for the entire contract period is \$2,000.00 dollars per IDIQ contract awarded with a minimum guarantee of \$60,000.00 dollars. The minimum guaranteed amounts may be met by award of a task order in an equivalent amount. The expiration or termination of the ordering period will not affect any order issued during the effective period of these contracts. Only the Contracting Officer executing these contracts and the Successor Contracting Officer has the authority to modify the term and conditions of these contracts.

3.0 TASK ORDER LIMITATIONS (Reference FAR 52.216-19)

3.1 MINIMUM ORDER When the Government requires services covered by this contract in an amount less than \$2,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.

3.2 MAXIMUM ORDER The maximum Task Order limitation is \$1,000,000.00 dollars, excluding subsequent in scope modifications. The Government may combine several projects, as indicated by separate Statements of Work and individual line items, in one Task Order, as required.

3.3 THE CONTRACTOR IS NOT OBLIGATED TO HONOR:

3.3.1 Any order for a single Task Order less than \$2,000.00;

3.3.2 Any order for a single Task Order in excess of \$1,000,000.00;

3.3.3 A series of orders from the same ordering office totaling more than \$3,000,000.00.

3.3.4 The Government at its option may in a rare case include projects exceeding \$1,000,000.00. However, contractors will not be obligated to compete nor required to accept such task orders under the general terms of the contract.

3.3.5 This is not a requirements contract.

4.0 ORDERING PROCEDURES FOR TASK ORDERS

4.1 TASK ORDER (TO) REQUESTS FOR PROPOSALS When the Government requires work under the Multiple Award Task Order Contract, an RFP will be issued. The RFP will include information concerning the statement of work, guide specifications, drawings, attachments, information pertaining to a site visit, evaluation criteria, and any other requirements for submission (e.g. proposal requirements, bid schedule, etc.). Performance and payment bonds shall be required for Task Orders, as described in paragraph 17 in accordance with **PERFORMANCE AND PAYMENT BONDS AND ALTERNATIVE PAYMENT PROTECTIONS FOR CONSTRUCTION CONTRACTS**, of this Section.

4.2 WALK-THROUGHS Offeror's attendance at walk-throughs is considered vital to preparation of cost-effective offers, and to understanding the total results desired by the Government. The Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-throughs or other pre-Task Order costs.

4.3 PROPOSAL CONTENTS Depending upon the requirements of each Task Order, the Contractor will typically provide a technical proposal and a price proposal in response to an TO RFP. Contractor shall respond within the number of calendar days stated in the TO RFP by submitting a proposal to the Contracting Officer in accordance with requirements stated in the TO RFP.

4.4 AWARD DECISION Whenever possible, award will be made without discussions. If discussions are required, the Multiple Award task Order contractor will be requested to provide a final proposal revision. Task Order awards will be made based on the best value to the Government or the negotiated lowest price considering price or price related factors, of the technically acceptable proposal as described in individual task order RFP's. The awarded Task Order will be firm fixed-price with a specific completion date.

4.5 TASK ORDER ISSUANCE Task Orders will be issued on DD Form 1155. Orders may be placed via mail, or electronic commerce. The Task Order becomes binding when the Contracting Officer signs the Order. Notice to Proceed (NTP) will be issued separately after receipt of acceptable performance and payment bonds. Appropriate proof of Insurance must be in place before work commences. The Contracting Officers of the Nashville District, US Army Corps of Engineers are authorized to issue orders under the TOC contracts. The appropriate issuing, administration, and payment offices will be cited on each Task Order.

4.6. Protests. In accordance with FAR 16.505(a) (8), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order Contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

4.7. Ombudsman. If the Contractor believes it was not fairly considered for a particular Task Order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the Ombudsman, who is LTC Albert J. Castoldo, U. S. Army Corps of Engineers, CEPR-ZR, 441 G Street, Washington, DC 20314-1000, phone (202) 761-8645. The Ombudsman will review the Contractor's complaint, and in coordination with the Contracting Officer, ensure that the Contractor was afforded a fair opportunity to be considered for the Task Order.

4.8 PLANS AND SPECIFICATIONS The Contractor will be provided one copy of the Statement of Work (with pertinent supplemental specifications and construction drawings as applicable) upon issue of each Task Order. All further reproduction shall be at the Contractor's expense. The Government may provide these as hard copy or as electronic media, such as e-mail or CD-ROM, at its option. Work will be performed in accordance with the SpecsIntact documents, unless specified in the individual task order that other project plans and specification documents will be associated with that particular task order.

5.0 ORDERING PROCEDURES FOR SOLE SOURCE ORDERS

5.1 SOLE SOURCE PROCEDURES In the event it becomes necessary to negotiate with one firm on a sole-source basis the following procedures will be used:

5.2 CIRCUMSTANCES PERMITTING SOLE SOURCE ORDERS All MATOC Contractors will be given a fair

opportunity to submit a proposal on projects unless the Contracting Officer determines:

5.2.1 An urgent need exists and seeking competition would result in unacceptable delay

5.2.2. Only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized

5.2.3. A sole source is in the interest of economy and efficiency as a logical follow-on to an order already competed (e.g. site adapt a competed design)

5.2.4. To satisfy contract minimum award obligations.

5.3 Procedures for 100% Designed Projects (Sole Source) An RFQ/RFP will be issued requiring a contractor response consisting of a detailed cost proposal. Task Order negotiations may be conducted if required.

5.4 PROCEDURES FOR DESIGN BUILD PROJECTS (SOLE SOURCE) An RFP may be issued with the Statement of Work, Design Criteria and /or project Book, or concept design. The contractor may be requested to submit a concept design along with a price proposal. Task Order negotiations will result in a price for design and construction. It is the Contractor's responsibility to design the project so that it can be constructed within the fixed price contract value. Failure to do so is at the Contractor's risk. The contractor may be required to compete the project among subcontractors and submit a detailed proposal for construction (e.g., breakdowns for labor, equipment, and materials).

5.5 REQUIREMENT FOR COST AND PRICING DATA (SOLE SOURCE TASK ORDERS) The threshold for obtaining cost or pricing data is \$550,000. When cost or pricing data are required, the contracting officer shall require the contractor to submit to the contracting officer (and to have any subcontractor or prospective subcontractor submit to the prime contractor or appropriate subcontractor tier) the following in support of any proposal:

5.5.1 The cost or pricing data.

5.5.2 A certificate of current cost or pricing data, in the format specified in FAR 15.406-2 certifying that to the best of its knowledge and belief, the cost or pricing data were accurate, complete, and current as of the date of agreement on price or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

6.0 TASK ORDERS INCLUDING DESIGN AND CONSTRUCTION SERVICES

6.1 LIMITATION ON PAYMENT FOR DESIGN SERVICES If it should be necessary to terminate a Task Order that includes design, for any reason, prior to completion, the Government will pay the Contractor a fair and reasonable price for the design services performed and delivered to the Government. However, such payment will not exceed a sum greater than the amount allowable pursuant to 10 USC 4540 regardless of the actual costs the Contractor may be able to substantiate. (See DFARS 236.606-70)

6.2 DESIGN REVIEWS

6.2.1. Review(s) of the design will be accomplished in accordance with the Statement of Work for each Task Order. The Contractor is responsible for submitting the number of copies to the addresses identified when review is not accomplished at the Contractor's office.

6.2.2. The time required by the Government to review submissions made during design or construction may vary with the Task Order. However, the Government will attempt to provide as expedited a review as is possible. The review periods, as established in the Task Order Schedule, are the maximum anticipated periods required. Every effort will be made to accomplish reviews within shorter periods. Over-the-shoulder reviews will be used to the maximum extent practicable.

6.2.3. The Contractor is responsible for incorporation of review comments as soon as possible and within the time

scheduled in the Task Order.

7.0 DESIGN BUILD TASK ORDERS

7.1 CLAUSES INCORPORATED BY REFERENCE The following clauses apply to Design Build Orders only.

FAR 52.236-23 Responsibility of the Architect-Engineer Contractor APR 1984

FAR 52.244-4 Subcontractors and Outside Associates and Consultants (Architect-Engineer Services) AUG 1998

DFARS 252.227-7022 – Government Rights (Unlimited) (DFARS, Mar 1979)

DFARS 252.227-7023 – Drawings and Other Data to Become Property of the Government (DFARS, Mar 1979)

7.2 The Following Special Contract Requirements are applicable to fixed-price design-build construction contracts, and will apply to Task Orders defined by the Contracting Officer as Design Build projects.

7.2.1 DESIGN BUILD SPECIAL CONTRACT PROVISIONS

7.2.1.1 Design-Build Contract Order of Precedence

7.2.1.1.1 The Contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation will be omitted which in any way bears upon the terms of that agreement.

7.2.1.1.2. In the even of conflict or inconsistency between any of the provisions of this contract, precedence will be given in the following order:

7.2.1.1.2.1. Enhancements/Betterments: Any portions of the accepted proposal that both conform to and exceed the provisions of the solicitation.

7.2.1.1.2.2. The provisions of the solicitation. (See also Contract Clause Specifications and Drawings for Construction).

7.2.1.1.2.3. All other provisions of the accepted proposal.

7.2.1.1.3. Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc., these are deliverables under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

7.2.1.2 Proposed Enhancements/ Betterments

7.2.1.2.1. The minimum requirements of the contract are identified in the Request for Proposal. All Enhancements/Betterments offered in the proposal become a requirement of the awarded contract (task order).

7.2.1.2.2. An "Enhancement" or "Betterment" is defined as any component or system that exceeds the minimum requirements stated in the Request for Proposal. This includes all proposed enhancements/betterments listed in accordance with the "Proposal Submission Requirements" of the Solicitation, and all Government identified enhancements/betterments.

7.2.1.2.3. “Government identified enhancements/betterments” include the enhancements/betterments identified on the “List of Accepted Project Enhancements/Betterments” prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other enhancement/betterments identified in the accepted Proposal after award.

7.2.1.3 Designer of Record

Designer of Record approval is required for extension of design, critical materials, and deviations from the solicitation, the accepted proposal, or the completed design, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer’s Representative.

7.2.1.3.1. Within the terms of the Contract Clause entitled “Specifications and Drawings for Construction,” they are considered to be “shop drawings.” The Contractor shall provide the Government the number of copies designated of all Designer of Record approved submittals. The Government may review any or all Designer of Record approved submittals for conformance to the Solicitation and Accepted Proposal.

7.2.1.3.2. The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal. Contracting Officer approval is required for any deviations from the Solicitation or Accepted Proposal. Government review is required for extension of design construction submittals, used to define contract conformity, and for deviation from the completed design. Review will only be for conformance with the contract requirements. Included are only construction submittals for which the Designer of Record design documents do not include enough detail to ascertain contract compliance. All submittals not requiring Design of Record or Government approval will be for information only. They are not considered to be “shop drawings” within the terms of the Contract Clause referred to in paragraph a. above.

7.2.1.4 Key Personnel, Subcontractors and Outside Associates or Consultants

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer’s written consent before making any substitution for these designated in-house personnel, subcontractors, associates or consultants (See FAR Clause 52.244-4, Subcontractors and Outside Associates and Consultants, APR 1984).

7.2.1.5 Responsibility of the Contractor for Design

7.2.1.5.1. The contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services.

7.2.1.5.2. Neither the Government’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor’s negligent performance of any of the services described in paragraph a. above.

7.2.1.5.3. The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law. (See FAR Clause 52.236-0023, Responsibility of the Architect-Engineer Contractor)

7.2.1.6 Warranty of Construction Work

7.2.1.6.1. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of contract clause 52.246-21, that work performed under this contract conforms to the contract

requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

7.2.1.6.2. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date that the Government takes possession.

7.2.1.6.3. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of (1) The Contractor's failure to conform to contract requirements; (2) Any defect of equipment, material or workmanship; or (3) Contractor negligence. Failure to timely perform any warranty work will be considered as past performance criteria when evaluating ability to perform on future potential task order opportunities.

7.2.1.6.4. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

7.2.1.6.5. The Contracting Officer will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

7.2.1.6.6. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government will have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

7.2.1.6.7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

7.2.1.6.7.1. Obtain all warranties that would be given in normal commercial practice:

7.2.1.6.7.2. Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

7.2.1.6.7.3. Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

7.2.1.6.8. In the event the Contractor's warranty under paragraph b. of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor, manufacturer or supplier warranty.

7.2.1.6.9. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government furnished material or design.

7.2.1.6.10. This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud (See FAR Clause 52.246-21, Warranty of Construction).

7.2.1.7 Sequence of Design-Construction- Non- Fast Track (Note: Task Order RFP will indicate which sequence, i.e. non-fast track or fast track (see 13.2.1.7.1) is applicable to the requirement)

7.2.1.7.1 After receipt of the Notice to Proceed (NTP), the Contractor shall initiate design, comply with all design submission requirements, and obtain Government review of each submission. No construction may be started until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The contracting officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the contracting officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

7.2.1.7.2 . If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

7.2.1.8 Sequence of Design-Construction (Fast Track) (see note in a. above)

7.2.1.8.1. After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered in the Project Book, and obtain Government review of each submission. The Contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

7.2.1.8.2. If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

7.2.1.8.3. No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

7.2.1.9 Constructor's Role During Design Process

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast tracking design and construction (within the limits allowed in the contract), ensuring constructibility and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up to date redline and as built documentation. The

Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

7.2.1.10 Value Engineering After Award

7.2.1.10.1. In reference to Contract Clause 52.248-3 Value Engineering--Construction, the government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents that were evaluated in competition with other offerors for award of this contract.

7.2.1.10.2. The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

7.2.1.10.3. For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

7.2.1.10.4. In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects

typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

8.0 AMBIGUITY/CONTRACT INTERPRETATION

8.1 AMBIGUITY/INTERPRETATION This written contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify or contradict it. Any ambiguity in the contract will not be strictly construed against the drafter of the contract language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

8.2 CONTRACTOR'S RESPONSIBILITY It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with all obligations shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies, and conflicts.

9.0 OPTION FOR INCREASED QUANTITY ON TASK ORDERS

9.1 OPTION ITEMS The Government may elect to make certain tasks, as described in a Task Order Statement of Work, and Option Items. In this case, the Government may increase the quantity of work awarded on individual Task Orders by exercising Option Item(s) within the period specified in the Task Order.

9.2 AGREEMENT ON OPTION ITEMS The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mail, provides by facsimile, or electronic mail.

10.0 PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS

10.1 PROPOSED KEY PERSONNEL AND SUBCONTRACTORS Any proposed (a) key personnel, (b) minimum qualifications for incoming or replacement key personnel, and (c) subcontractors will be incorporated into the contract resulting from this solicitation and shall be limited to individuals, qualifications, and firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions.

11.0 ORDER OF PRECEDENCE (REFERENCE FAR 52.236-21)

11.1 MATOC BASIC CONTRACT Any inconsistency in this solicitation or contract will be resolved by giving precedence in the following order:

- 11.1.1 Representations and other instructions,
- 11.1.2 Contract clauses,
- 11.1.3 Other documents, exhibits, and attachments,
- 11.1.4 The specifications
- 11.1.5 The drawings

11.2 BASIC CONTRACT STANDARD CLAUSES VERSUS TASK ORDER SPECIFICS The MATOC basic contract includes the standard contract clauses, and the individual Task Orders include added specifics and schedules current at the time of Task Order award. The Task Order contract consists of:

11.2.1 The solicitation in its entirety, including all drawings, cuts, and illustrations and any amendments, and

11.2.2 The successful offeror's accepted proposal. The Task Order constitutes and defines the negotiated agreement between the Contractor and the Government. No documentation will be omitted which in any way bears upon the terms of that agreement.

11.3 PRECEDENCE In the event of conflict or inconsistency between any of the provisions of a Task Order, including the Request for Proposal, Contractor's proposal, or Task Order deliverable, precedence will be given in the following order:

11.3.1 Betterments: Any portions of the accepted proposal, or any subsequent design or other submittal, which both conform to and exceed the provisions of the Request for Proposal. "Betterment" is defined as any product, component, or system, which exceeds the minimum requirements stated in the Request for Proposal.

11.3.2 The provisions of the solicitation: (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION)(See FAR 52.236-21)

11.3.3 All other provisions of the accepted proposal including RFP Section 00010.

11.3.4 Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the Task Order and must conform to or exceed all provisions of the Task Order, in order of precedence herein.

12.0 LIQUIDATED DAMAGES (REFERENCE FAR 52.211-12) (SEP 2000)

12.1 DAILY LIQUIDATED DAMAGES If the Contractor fails to complete the work within the time specified in a Task Order, or any extension, the Contractor shall pay to the Government as liquidated damages for each day of delay the amount shown in the Task Order for each calendar day until the work is completed.

12.2 TERMINATION OF RIGHT TO PROCEED/LIQUIDATED DAMAGES If the Government terminates the Contractor's right to proceed, liquidated damages accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the termination clause.

12.3 NON-TERMINATION OF RIGHT TO PROCEED/LIQUIDATED DAMAGES If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted

12.4 DELAY IN MULTIPLE TASK ORDERS ONE SITE For any number of Task Orders accomplished at one site for which delay costs are applicable at the same time, the total daily liquidated damages will be limited to the damages for one Task Order for each calendar day of delay except when separate additional damages are specified in an individual Task Order. These additional damages, if specified, shall be concurrent and cumulative and applied in addition to the basic liquidated damages noted in the Task Order. For any number of Task Orders at separate sites for which delay costs are applicable at the same time, the total daily basic liquidated damages shall be applied concurrent and cumulative. This will be calculated with each and any other delinquent Task Order for each calendar day of delay. If separate liquidated damages are specified in the Task Order, this amount will be separate from other task orders.

12.5 EXCEPTION TO LIQUIDATED DAMAGES In case the Contracting Officer determines completion of work is not feasible during the completion period(s) stated in the Task Order, such work will be exempted from liquidated damages.

13.0 SCHEDULE OF INSURANCE:

a. The contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required below:

Workmen's Compensation and Employer's Liability Insurance	\$100,000.00
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General Liability Insurance for Bodily Injury Liability:	
Minimum Per Occurrence for Bodily Injury	\$500,000.00
Minimum Per Each Accident for Property Damage	\$100,000.00
Minimum Aggregate for Bodily Injury	\$500,000.00
Automobile Liability Insurance:	
Minimum Per Person	\$200,000.00
Minimum Per Occurrence for Bodily Injury	\$500,000.00
Minimum Per Occurrence for Property Damage	\$100,000.00

b. Before commencing work under this contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed or prescribed, and (2) until 30 days after the insurer or the contractor gives written notice to the Contracting Officer.

c. The contractor shall insert the substance of the clause entitled "Insurance-Work on a Government Installation (FAR 52.228-5), "in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required above.

INSURANCE - WORK ON A GOVERNMENT INSTALLATION (REFERENCE FAR 52.228-5)

14.0 INSTALLATION REGULATIONS

14.1 FAMILIZE WITH/OBEY REGULATIONS The Contractor, his employees, and subcontractors shall become familiar with and obey the regulations of the installation including fire, traffic, safety and security regulations while on the installation. Those driving motor vehicles shall observe and obey all speed limits posted throughout the installation. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and subcontractors shall carry proper personal identification with them at all times.

14.2 IDENTIFICATION OF CONTRACTOR'S EQUIPMENT Contractor's equipment shall be conspicuously marked for identification and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic.

15.0 GENERAL WAGE DECISIONS

15.1 GENERAL WAGE DECISIONS The Davis Bacon General Wage rates are applicable to all task orders exceeding \$2,000. By submitting an offer, the contractor agrees to comply with the applicable Davis Bacon General Wage Decisions. The applicable Davis Bacon General Wage rates will be provided to the contractor with the request for proposal for each Task Order. The applicable wage decision will be incorporated into the awarded task order (DD Form 1155).

16.0 BID BONDS

16.1 NO BID BONDS Unless otherwise stated in the Notice of Proposed Task Order Request For Proposal, Bid Bonds are not required.

17.0 PERFORMANCE AND PAYMENT BONDS AND ALTERNATIVE PAYMENT PROTECTIONS FOR CONSTRUCTION CONTRACTS FOR TASK ORDERS (FAR 28.102-1)

17.1 TASK ORDER BOND REQUIREMENTS Performance and payment bonds shall be required, and the penal sum established, by each Task Order.

17.2 PAYMENT BOND

17.2.1 Shall be addressed in accordance with the Federal Acquisition Regulation (FAR) Part 28.102-2 entitled, "Amount Required," based on the cost of the individual Task Orders. An irrevocable letter of credit (ILC) may

substitute for payment bonds between \$25,000-\$100,000.

17.3 PERFORMANCE BOND Shall be addressed in accordance with the Federal Acquisition Regulation (FAR) Part 28.102-2 entitled, "Amount Required," based on the cost of the individual Task Orders.

17.4 SUBMISSION OF BONDS Bonds and other payment protections shall be provided within 10 calendar days of award of a Task Order. Notice to Proceed will not be issued until the Contractor provides sufficient bonding to cover the work being performed.

17.5 ADDITIONAL BONDING Additional bonding shall only be required to the extent that the amount of construction being accomplished exceeds the value of the performance and payment bonds. Notice to Proceed will not be issued until the Contractor provides sufficient bonding to cover work being performed. Such additional bonding shall be provided within 10 calendar days of request by the Contracting Officer. Further information is provided in clause 52.228-2, Additional Bond Security, in Section 00700 of the contract.

18.0 (RESERVED)

19.0 VALUE ENGINEERING CHANGE PROPOSALS

19.1 FAR CLAUSE Pursuant to FAR 52.248-1(c) "Value Engineering", any value engineering change proposal (VECP) shall be submitted in two (2) copies and in the format set forth in the above clause.

19.2 GOVERNMENT RIGHT TO EXEMPT FROM VECP The Government reserves the right to exempt a project solicited under this contract from the submittal of Value Engineering Change Proposal (VECP) prior to the submissions of proposals. After submissions of the proposals and delivery order award, the contractor will be allowed to submit a VECP for consideration.

20.0 WORK BY THE GOVERNMENT

20.1 GOVERNMENT RIGHT FOR PERFORMANCE BY GOVERNMENT FORCES The Government reserves the right to undertake performance by Government forces, for the same type or similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

21.0 SHOP DRAWINGS AND SUBMITTALS

21.1 CONTRACTOR RESPONSIBILITY The Contractor is responsible for preparation of all shop drawings, submittals, and as-builts for each Task Order in accordance with requirements contained therein.

22.0 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

22.1 PROCEDURE This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the Contract Clause FAR 52.249-10 entitled DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied.

22.1.1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

22.1.2 The unusually severe weather must actually cause a delay to the completion of the total contract duration.

22.2 ANTICIPATED ADVERSE WEATHER DELAY The schedule below is the monthly anticipated adverse weather delays based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the particular location and will constitute the base line for weather delays in all weather dependent activities. Workdays are based upon a five (5) day work week.

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR:

JAN	11	JUL	10
FEB	10	AUG	9
MAR	12	SEP	8
APR	11	OCT	7
MAY	11	NOV	9
JUN	10	DEC	11

22.3 RECORD OF ADVERSE WEATHER Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record (daily) (on the daily CQC report), the occurrence of adverse weather and resultant impact to the normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in a previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) FAR 52.236-4, the Contracting Officer will convert any qualifying days to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION).

23.0 AVAILABILITY OF FUNDS (REFERENCE FAR 52.232-18)

23.1 REQUEST FOR PROPOSAL/AVAILABILITY OF FUNDS The Government may request proposals for Task Orders for which funding is not currently available for the award. If funds fail to become available for the award of the project, the event shall not constitute a basis for equitable adjustment under this contract. If funds for a project become available after the expiration of the proposal acceptance period, the Government may request an extension of the contractor's proposal acceptance period without further competition for the project. If the proposal acceptance period is not extended by the contractor the project may be re-solicited.

24.0 PAYMENT

24.1 PRECEDENCE WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

24.2 GENERAL The contract price for each task order shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the work in accordance with these specifications and the applicable task order Statement of Work and drawings. Payment for each task order shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein.

24.3 PAYMENT will be made by lump sum or by unit price, according to the payment items of the task order. Progress payments may be made monthly for task orders exceeding 60 days using ENG form 93.

24.4 PROGRESS PAYMENT INVOICE Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts" respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown on the applicable Task Order.

24.4.1 When submitting payment requests, the Contractor shall complete Blocks I through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer. (A sample form will be furnished each contractor.) The completed form shall then become the cover document to which all other support data shall be attached.

24.4.2 One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE"

cover document, shall be forwarded to a separate address as designated by the Contracting Officer.

25.0 GENERAL REQUIREMENTS

25.1 SCOPE This section covers general requirements applicable to all the contract provisions.

25.2 . DEFINITIONS The references listed below are defined as indicated wherever they may be used in the TECHNICAL SPECIFICATIONS.

25.2.1 "GENERAL CLAUSES", "GENERAL CONDITIONS", or "GENERAL PROVISIONS" shall be read as "CONTRACT CLAUSES".

25.2.2 "CONSTRUCTION QUALITY CONTROL" shall be read as "CONTRACTOR QUALITY CONTROL".

25.2.3 "PROVIDE" shall be defined as "FURNISH, INSTALL, TEST AND MAKE READY FOR USE".

25.2.4 "AS INDICATED" shall be defined as to mean "AS SHOWN ON THE DRAWING, DESCRIBED IN THE STATEMENT OF WORK OR DESCRIBED IN THE SPECIFICATION".

25.2.5 "DAYS" shall be defined as calendar days, unless specifically stated otherwise.

25.2.6 TASK ORDER: A Task Order is an order for services under this contract, awarded after evaluation of Proposal(s). The Task Order documentation will consist of an order (DD form 1155) signed by a Contracting Officer, the Statement of Work, wage determinations, and the accepted Proposal.

25.3 CORRESPONDENCE Correspondence shall be sent to the appropriate office as designated by the Contracting Officer depending on the location of the work.

25.4 COORDINATION AND ACCESS TO SITE

25.4.1 Coordination shall be made through the Contracting Officer's Representative (COR) for access to specific facilities.

25.4.2 IDENTIFICATION OF VEHICLES AND PERSONNEL:

25.4.2.1 Vehicles: Highway vehicles owned or leased by Contractors shall be furnished with identifying markings reflecting minimally, the Contractor's name, home city and local phone number. POV's must be registered with the Installation.

25.4.2.2 Personnel: Contractor's workmen shall have on either a uniform with the firm name and the workman's last name or shall have a badge pinned on with both the firm name and the workman's photograph and full name.

25.4.3 Keys: The Contractor shall be responsible for any Government-owned keys that have been issued to him for access to facilities or areas pertinent to this contract.

25.4.3.1 Upon completion of the work in an area, or upon request of the Contracting Officer, the key or keys relevant to the area shall be returned immediately. Keys shall be returned prior to final task order payments.

25.4.3.2 Should the Contractor Lose a Key:

25.4.3.2.1 He shall notify the Contracting Officer, in writing, within one (1) working day after he is aware of the loss

25.4.3.2.2 Should the key not be found before final acceptance, the final contract payment shall be reduced by the replacement cost for each key not returned and, if required by the Contracting Officer, any rekeying costs and cost

of any other damages suffered by the Government.

25.4.4 Utility Outages: Work shall be scheduled such that utility outages are minimized. All outages shall be coordinated with and approved by the Contracting Officer. Specific restrictions will be identified in each task order.

25.4.5 Safety: Safety requirements are addressed in Section 00800, Special Contract Requirements; Section 00700, Contract Clauses; and in each Task Order. All work and materials used shall be in compliance with the provisions of U.S. Department of Labor, Occupational Safety and Health Act (P. L. 91-596), pertinent National fire prevention codes, the latest National Electrical Code, and EM 385-1-1~ Safety and Health Requirements Manual.

25.5 PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

26.0 MISCELLANEOUS CONTRACTOR REQUIREMENTS

26.1 SUPERINTENDENCE The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, at the work site while work is in progress, with authority to act for him. The Contractor's superintendent is responsible for maintaining and conducting the inspection system required by the contract.

26.2 SUPERVISION The Contractor's personnel shall, at all times, be under the supervision of the Contractor and not Government personnel, whether uniformed or civilian and regardless of rank.

26.3 PERSONNEL The Contractor shall employ and utilize only experienced (or certified apprentice), responsible, and capable persons in the performance of work under this contract. All employees must be citizens of the United States or authorized aliens and shall be able to furnish proof of citizenship if asked to do so by the Contracting Officer. Only authorized Contractor personnel shall be admitted to the worksite at all times.

26.4 REMOVAL OF PERSONNEL The Contracting Officer may require the Contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess or use controlled substances at the worksite (52.223-6, Drug-Free Workplace); and those whose continued employment under this contract is inconsistent with the interest of military security.

26.5 LIABILITY The Contractor hereby agrees to release the Government (to include its officer, enlisted personnel, agents, and employees) from any liability for any loss, damage, or injury sustained by the Contractor or his employees during the performance of this contract. The Contractor also agrees to indemnify the Government for any loss, damage, or injury to Government personnel or agents or other third parties, provided such loss to the Government is caused by the negligence of the Contractor or his personnel while performing this contract.

27.0 COMPLIANCE WITH STATE AND FEDERAL LAWS AND REQUIREMENTS

27.1 COMPLIANCE The Contractor, his employees, and his subcontractors are subject to, and shall abide by and comply with, all relevant statutes, ordinances, laws and regulations of the United States (including Executive Orders of the President) and any State (or other public authority now or hereafter in force). The Contractor agrees to observe and comply with all applicable state and federal requirements regarding social security, workman's compensation, unemployment insurance and any other matters concerning employment applicable to the performance of this contract or rules, regulations, directions and order not inconsistent herewith as may from time to time be issued by the Government. The unilateral act of any governmental body against any employee of the Contractor for the violation of a state or federal law or regulation shall not excuse the Contractor from full compliance with the terms and conditions of this contract.

28.0 SUBMITTALS

28.1 PRECEDENCE WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

28.2 INTRODUCTION The following guidance is to be followed for all construction related submittals, all submittals required in Division 1 specifications and all submittals identified in Statements of Work as requiring Contracting Officer approval.

28.3 SUBMITTAL CLASSIFICATION/IDENTIFICATION

Throughout, these specifications submittals may be identified with the prefix "SD" followed by a number. This number and prefix are for book keeping and record sorting in the system. The SD stands for submittal data and the number is a category, e.g., data, drawings, reports, etc. The submittal register shows either the title of the item being submitted or the number and title of the item being submitted. These numbers, if used, may be different in different sections of these specifications for items with the same title.

28.3.1 SD-01 Data: Submittals, which provide calculations, descriptions, or documentation, regarding the work.

28.3.2 SD-04 Drawings: Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

28.3.3 SD-06 Instructions: Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

28.3.4 SD-07 Schedules: Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

28.3.5 SD-08 Statements: A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

28.3.6 SD-09 Reports: Reports of inspections or tests, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

28.3.7 SD-13 Certificates: Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of this contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements, which are being certified.

28.3.8 SD-14 Samples: Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

28.3.9 SD-18 Records: Documentation to record compliance with technical or administrative requirements.

28.3.10 SD-19 Operation and Maintenance Manuals: Data that forms a part of an operation and maintenance manual.

28.3.11 Submittal Classification: Submittals are classified as follows:

28.3.11.1 Government Approved: Government (Contracting Officer) approval is required for critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by

the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

28.3.11.2 Information Only: All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

28.3.12 Basic Contract Submittals: Basic Contract submittals can be Government Approved or Information Only. Basic contract submittals are submittals which are generic in nature for all work under the TOC and shall be identified by the Contractor (annotation of Basic Submittal in the remarks column of the Engineer Form 4288) when providing his submittal register for approval in accordance with paragraph Submittal Register of this section. Basic contract submittals shall be submitted within 15 days of approval of the submittal register.

28.3.13 Task Order Specific Submittals: Task Order specific submittals can be Government Approved or Information Only. These submittals are identified in each specific task order and describe task order specific requirements of materials and/or procedures. Task Order specific submittals shall be available at time of negotiations (as applicable) and submitted for final approval within 10 days of notice-to-proceed for the respective Task Order. The Contractor may request approval to use Task Order specific submittals as Basic Contract submittals.

28.4 APPROVED SUBMITTALS The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error, which may exist, as the Contractor under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work. After the Contracting Officer has approved submittals, no resubmittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.

28.5 DISAPPROVED SUBMITTALS The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given promptly to the Contracting Officer.

28.6 WITHHOLDING OF PAYMENT Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

28.7 GENERAL The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288) for each task Order or specified in the other sections of these specifications. The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same used in the contract drawings. Submittals shall be made in the respective number of copies and to the respective addresses set forth below. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative. And each item of the submittal shall be stamped, signed, and dated and each respective transmittal form (ENG Form 4025) shall be signed and dated by the CQC representative certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all transmittals regardless of classification (Information Only or Government Approved). Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts list; certifications; warranties and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

28.7.1 Submittals shall be submitted to the address specified by individual Task Orders:

28.7.2 SUBMITTAL REGISTER (ENG Form 4288)

28.7.2.1 Task Order Specific Submittals: Each Task Order will have one set of ENG Form 4288 listing each item of equipment and material for which submittals are required by the Special Clauses and the Technical Specifications Divisions I through 16. Columns "c" through "o" will have been completed by the Government. The Contractor shall complete columns "a," "b," and "q" through "v" and return 5 completed copies to the Contracting Officer for approval within 10 calendar days after Task Order Notice to Proceed. For design-build task orders the contractor shall prepare the submittal register as part of the design package. A blank submittal register is included in the back of this solicitation package.

28.7.2.2 Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. As an example, a general category in the listing for Specification 15400 would be "Fixtures" which the Contractor may want to breakdown into individual entries such as "Toilet P-1, Lavatory P-2, etc." The item numbers in column "b" are to be assigned sequentially starting with "1" for each specification section.

28.7.2.2 The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the Task Order. This register, Contractor's schedule dates (columns q, r, and s), and the progress schedules shall be coordinated.

28.8 TRANSMITTAL FORM (ENG Form 4025)

28.8.1 The transmittal form (ENG Form 4025), shall be used for submitting both Government Approved and Information Only submittals in accordance with the instructions on the reverse side of the form. A reproducible form will be furnished to the Contractor. All the heading blank spaces in the form identifying each item submitted shall be properly and completely filled out. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

28.9 CROSS-REFERENCE (ENG FORM 4288/ENG FORM 4025)

28.9.1 To provide a cross-reference between the submittals of ENG FORM 4288 and the transmittal form ENG FORM 4025 the Contractor shall record the "transmittal numbers" assigned when submitting materials in the "REMARKS" column of the ENG FORM 4288. DO NOT pre-assign transmittal numbers when preparing the submittal register. Transmittal numbers shall be assigned as follows:

28.9.2 Task Order specific submittals shall be sequentially numbered beginning with number 0001 for each Task Order as follows: Task Order number/transmittal numbers, e.g., transmittal number two for task order number eight would be numbered - 0008/0002.

28.9.3 Additional instructions are on the reverse side of the transmittal form (ENG FORM 4025).

28.10 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

28.10.1 General

Shop drawings and ENG Form 4025 shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals." ENG Form 4025 is the transmittal document and shall be initiated by the Contractor in accordance with the instructions herein and as on the reverse side of ENG Form 4025. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more ENG Forms 4025 shall be used per specification SECTION, however, never include more than one specification SECTION per form. Each submittal shall be complete, containing all information needed to determine contract compliance.

28.10.2 Approval of Submittals

All submittals shall be Contractor approved; however, certain specified submittals will also require Government approval. Government approval is required when submittals:

- a. Are specially identified in the Submittal Register (ENG FORM 4288) for Government approval, or
- b. Are extensions of design, or
- c. Depict deviation from the contract (such as an "or equal" decision), or
- d. Represent critical materials, or
- e. Involve equipment that must be checked for compatibility with an entire system.

All other submittals are for information only.

Before submission, Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for Contracting Officer use. Contractor shall not use action codes A, B, C, or E to indicate his review action; these codes are reserved for Contracting Officer use. Approval by Contractor shall be indicated on each shop drawing by an "Approval" stamp containing information as shown on stamp outline in paragraph CONTRACTOR APPROVAL STAMP. Suppliers' or subcontractors' certifications are not acceptable as meeting this requirement. Submittals not conforming to the requirements of this Section will be returned to the Contractor for correction and resubmittal.

28.10.3 Deviations

For submittals which include proposed deviations (variations) requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked AND FIVE COPIES SUBMITTED for Government Approval. The Contractor shall set forth in writing the justification for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

28.10.4 Certification: The contractor is responsible for and shall certify that the submittals comply with contract requirements.

28.10.5 Drawings

Each drawing shall be not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 3- by 4-inch clear area adjacent. Title block shall contain subcontractors or fabricator's name, Contract number, description of item(s), bid item number, and a revision block. Contractor shall submit the required number of prints of any type, except blueprints. Provide a blank margin of 3/4 inch at bottom, 2 inches at left, and 1/2 inch at top and right. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. Contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block.

28.10.6 Printed Material

All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except 3- by 4-inch clear area adjacent to the title block is not mandatory. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated.

28.10.7 Changes To Previous Submittals

It is the Government's intent to standardize equipment and materials utilized and installed in this contract. In the event the Contractor desires to change materials or equipment previously submitted, the Contractor shall annotate the transmittal block of the Engineer Form 4025 as "Change to previous transmittal number ", and forward the submittal for Government Approval.

28.11 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

28.12 GOVERNMENT APPROVED SUBMITTALS (SUBMIT 5 COPIES)

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Three copies of the submittal will be retained by the Contracting Officer and 2 (two) copies of the submittal will be returned to the Contractor.

28.12.1 Processing of Government Approved Submittals

Five copies of all submittals requiring Government approval shall be submitted. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. Submittals will be reviewed and processed as follows:

28.12.1.1 Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two prints, or two copies of catalog and other printed data, will be returned to the Contractor.

28.12.1.2 Approved Except as Noted (Action Code "B"): Shop drawings that have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and returned to the Contractor for correction. Distribution will be the same as for Approved as Submitted" (Action Code "A") submittals.

28.12.1.3. Approved Except as Noted (Action Code "C"): Shop drawings that are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and returned to the Contractor for correction. Two prints, or two copies of catalog and other printed data, will be returned to the Contractor. The Contractor need only resubmit the part of the submittal showing the corrections.

28.12.1.4. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." An explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Distribution will be the same as for "Approved Except as Noted" (Action Code "C") submittals.

28.12.1.5. Re-submittal will not be required for shop drawings stamped "Approved as Submitted" (Action Code "A") or "Approved Except as Noted" (Action Code "B") unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "Approved Except as Noted" (Action Code "C") or "Disapproved" (Action Code "E"), Contractor shall make corrections required, note any changes by dating the revisions to correspond with file change request date, and promptly resubmit the corrected material. Re-submittals shall reference the submittal number of the original rejected submittal. Government costs incurred after the first re-submittal will be charged to the Contractor

28.13 INFORMATION ONLY SUBMITTALS (SUBMIT 2 COPIES)

Normally submittals for information only will not be returned. Approval of the Government is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. The resubmittal shall be reclassified as Government approved submittal. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Office from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

28.13.1 Processing of Information Only Submittals

Two copies of all shop drawings submitted for information only shall be submitted prior to delivery of the material or equipment to the job site. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. ENG Form 4025 shall be marked as follows to identify the Contractor approved submittals. An asterisk shall be placed in column h and the words "Contractor approved -information copy only" shall be placed in the remarks block of the form. Submittals will be monitored and spot checks will be made. When such checks indicate noncompliance, Contractor will be notified by the same method used for Government approvals. In the event the Contractor requests evidence of Government receipt of submittals, an additional completed ENG form 4025 shall be submitted (without attachments) which will be returned to the Contractor to signify that the submittal has been received.

28.14 CONTRACTOR APPROVAL STAMP

The stamp used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR: _____

CONTRACT NO. _____

TRANSMITTAL NO. _____

ITEM NO. _____

SPECIFICATION SECTION _____

PARAGRAPH NO. _____

APPROVED: YES _____ NO _____

APPROVED WITH

CORRECTIONS AS NOTED ON SUBMITTAL

DATA _____

ON ATTACHED COMMENT SHEET

SIGNATURE: _____

TITLE: _____

DATE _____

CONTRACTOR'S REVIEW STAMP

MAXIMUM SIZE 3-INCHES X 3-INCHES

28.15 .TRANSMITTAL CHECK LIST

The following check list is intended to aid in the preparation of ENG Form 4025 and related transmittals and is intended only as a partial summary of requirements stated elsewhere within this specification.

28.15.1 (1) DO NOT submit multiple 5 digit specification sections on one ENG FORM 4025.

(2) Transmittal # 1 shall be the Submittal Register (ENG FORM 4288). Subsequent submittals shall be numbered sequentially as submitted except for resubmittals. Resubmittals must be related to the parent (original) transmittal, i.e. transmittal no. 2 resubmittal would be number 2A, etc.

(3) Government Approval; Submit 5 copies of enclosures, each with ENG FORM 4025's attached. Information only; Submit 2 copies of enclosures, each with ENG FORM 4025's attached and 1 additional copy (optional) of the ENG FORM 4025.

(4) Break the submittal into items that can be reviewed independently. For a transmittal with more than 9 items use multiple sets of ENG FORM 4025's.

(5) Item numbers must be written on the enclosures and the ENG FORM 4025(column A)

(6) Only ONE copy (of 5 or 2) should be collated by items into a booklet form.

(7) Each item of an enclosure shall be "approval stamped" by the Contractor.

(8) Enter the specification technical paragraph for each Item in column 'e' on the ENG FORM 4025.

(9) Identify the contract drawing number that applies, if applicable, in column "f" on ENG FORM

(10) Variations shall be identified in column "g" on ENG FORM 4025 and justified in the Remarks Block and 5 copies submitted for Government Approval.

(11) Cross out inapplicable portions of submitted data or point to exact equipment being used on the project.

(12) Allow a minimum 15 days (10 days for Task Order Specific) for submittals requiring Government Approval. Justify exceptions for shorter periods.

(13) SIGN the ENG FORM 4025.

28.16 NOTES TO SUBMITTAL REGISTER (ENG FORM 4288)

1. The Submittal Register shall be completed and submitted to the Contracting Officer in accordance with SPECIAL CLAUSE, "SUBMITTALS." The ENG FORM 4025 used to transmit the Submittal Register should be Transmittal No. 1.

2. In the event the Technical review responsibility (CLASSIFICATION column) for any item identified in the attached Submittal Register conflicts with the responsibility as shown in the respective technical specification the Submittal Register shall govern.

3. Notwithstanding the Submittal Register attached to the end of this section, all items to be submitted may not be listed on the register or additional items may be required which, in every case, shall be added to the Submittal Register by the Contractor.

4. All additional submittals that are required to be added to the Submittal Register shall be provided at no additional cost to the Government.

29.0 SAFETY/ACCIDENT REPORTING

29.1 ACCIDENT PREVENTION AND SAFETY PRACTICES on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned.

29.2 SAFETY PLAN Prior to mobilization, the Contractor shall furnish, as a submittal, his safety plan applicable to the project. Furthermore, the Contractor shall brief all employees on proper safety and accident reporting. The Contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the Contractor's project manager of potential or existing occupational health hazards that require attention. The Contractor shall designate a person on his staff to manage the Contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on site personnel.

29.3 COMPLIANCE WITH REGULATIONS All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirement of 40 CFR, Part 61, Subparts A and B. ETL 1110-1-118 and DA Circular 40-83-4. All work shall comply with applicable state and municipal safety and health requirements. The Contractor shall comply with the requirements of OSHA and the Hawaii Occupational Safety and Health Law as administered by the Division of Occupational Safety and Health, Department of Labor and Industrial Relations, State of INSERT. Where there is a conflict between applicable regulations, the most stringent shall apply. The Safety Manual is available at the following web site: <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

29.4 CONTRACTOR RESPONSIBILITY The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government will not be held liable for any action on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.

29.5 INSPECTIONS, TESTS AND REPORTS The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers and other as required, shall be at the contractor's expense.

29.6 MATERIALS AND EQUIPMENT Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with applicable regulations.

29.7 TRAFFIC CONTROL DEVICES The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administrations "Manual on Uniform Traffic Control Devices (D6. -1978) to ensure proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades and other traffic control devices and signs.

29.8 ACCIDENT NOTIFICATION/REPORT In the event of a job-related accident, the Contractor shall immediately notify the Contracting Officer's Representative (COR) and shall prepare a Report of Accident (DA Form 285 or equivalent) in quadruplicate and forward the original and two copies to the insert state or base ANG Safety Officer (154 WG/SE) at 448-7269 for Air National Guard projects. The Contractor shall maintain an accident file for the life of the contract to include all accident reports. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the respective Safety Office. Lost time injury is defined as "An injury resulting in a lost workday, not including the day of injury."

30.0 CONTRACTOR QUALITY CONTROL

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

30.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (1988) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (1990) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction

30.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bid Schedule for each task order.

30.3 GENERAL

30.3.1 The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in accordance with the clause entitled "Inspection of Construction," in the Contract Clauses of this document.

30.3.2 The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction and demolition operations, both on-site and off-site, and shall be keyed to the proposed sequence.

30.4 QUALITY CONTROL PLAN

30.4.1 General

The Contractor shall furnish for review by the Government, for the basic contract, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

30.4.2 Content of the Basic CQC Plan

The Basic CQC plan shall be submitted to cover the intended CQC organization for the entire contract (encompassing all task orders) and shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

30.4.2.1 A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

30.4.2.2. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.

30.4.2.3. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters will also be furnished to the Government.

30.4.2.4. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents

30.4.2.5. Control, verification and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

30.4.2.6. Procedures for tracking preparatory, initial, and follow up control phases and control, verification, and acceptance tests including documentation.

30.4.2.7 Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

30.4.2.8 Reporting procedures, including proposed reporting formats. This shall include a copy of the Daily CQC report form.

30.4.3 Task Order Addendum CQC Plan

For each individual task order submit a CQC Addendum Plan within 10 days of receipt of task order NTP. Proposed changes to file Basic Plan or items requiring additional details or description required to implement the Basic CQC Plan or of a site specific nature shall be covered in the Addendum Plan. Include a list of the definable features of work for the task order. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. Although each section of the specifications may generally be considered as a definable feature of work, there is frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting. Any proposed changes to the basic CQC organization shall be approved before commencement of construction.

30.4.4 Acceptance of Plans

Acceptance of the Contractor's basic and addendum plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

30.4.5 Notification of Changes

30.4.5.1 After acceptance of the QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

30.4.6 Coordination Meeting

After the Pre-construction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed

by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

30.4.7 Quality Control Organization

30.4.7.1 CQC System Manager

The Contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be on the site at all times during construction and will be employed by the Contractor, except as noted in the following. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the system manager's absence. Period of absence may not exceed 2 weeks at any one time. The requirements for the alternate will be the same as for the designated CQC manager.

30.4.7.2 CQC Organizational Staffing

The Contractor shall provide a CQC staff, which shall be at the site of work at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract.

30.4.7.2.1 CQC Staff

Following are the minimum requirements for the CQC staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during construction. The actual strength of the CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the Contractor will add additional staff at no cost to the Government. This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the Contracting Officer.

30.4.7.2.2 CQC System Manager

The CQC system manager shall be an experienced construction person, with a minimum of 3 years construction experience on similar type work. The CQC system manager may be assigned other duties. In addition to the above experience and education requirements the CQC System Manager should have completed the course entitled "Construction Quality Management for Contractors" prior to start of field work. For further information contact the Construction Division Office.

30.4.7.2.3 Supplemental Personnel

A staff shall be maintained under the direction of the CQC system manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities. The QC plan will clearly state the duties and responsibilities of each staff member.

30.4.7.2.4 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff: Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

30.4.8 Submittals

Submittals shall be as specified in SC-10 SUBMITTALS. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. The Government will furnish copies of test

report forms (See sample list provided with each Task Order) upon request by the Contractor. The Contractor may use other forms as approved.

30.4.9 Control

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction sequence. The controls shall include at least three phases of control to be conducted by the CQC system manager for all definable features of work, as follows:

30.4.9.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

30.4.9.1.1. A review of each paragraph of applicable specifications.

30.4.9.1.1. A review of the contract plans.

30.4.9.1.1. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

30.4.9.1.1. A check to assure that provisions have been made to provide required control inspection and testing.

30.4.9.1.1. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

30.4.9.1.2. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawing or submitted data, and are properly stored.

30.4.9.1.3. A review of the appropriate activity hazard analysis to assure safety requirements are met.

30.4.9.1.4. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.

30.4.9.1.5 A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

30.4.9.1.6. The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

30.4.9.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

30.4.9.2.1. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

30.4.9.2.2. Verification of full contract compliance. Verify required control inspection and testing.

30.4.9.2.3. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels is appropriate.

30.4.9.2.4. Resolve all differences.

30.4.9.2.5. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

30.4.9.2.6. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

30.4.9.2.7. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

30.4.9.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of work for the day or shift. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

30.5 TESTS

30.5.1 Testing Procedure

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product that conforms to contract requirements. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory. A list of tests to be performed shall be furnished as a part of the CQC plan. The list shall give the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required. The Contractor shall perform the following activities and record and provide the following data:

30.5.1.1 Verify that testing procedures comply with contract requirements.

30.5.1.2 Verify that facilities and testing equipment are available and comply with testing standards.

30.5.1.3 Check test instrument calibration data against certified standards.

30.5.1.4 Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

30.5.1.5 Results of all tests taken, both passing and failing tests, will be recorded on the Quality Control report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract. Test results shall be signed by an Engineer Registered in the state where the tests are performed.

30.5.2 Testing Laboratories

Laboratory facilities, including personnel and equipment, utilized for testing soils, concrete, asphalt and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329, and be accredited by the American Association of Laboratory Accreditation (AALA), National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation

Officials (AASHTO), or other approved national accreditation authority. The American Concrete Institute (ACI) shall certify all personnel performing concrete testing.

30.5.3 Completion Inspection

At the completion of all work or any increment thereof established by a completion time stated in the Task Order, the CQC system manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC system manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

30.5.4 Documentation

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. Examples of blank reporting forms are included in the back of this solicitation package. These records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, tests, and other items, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Material received with statement as to its acceptability and storage.
- f. Identify submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. List instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.
- k. Separate reports for each individual Task Order shall be submitted by the responsible CQC inspectors. The report shall contain a record of inspections for all work accomplished subsequent to the previous report. Separate reports for different phases of work may be submitted by the responsible CQC inspectors or the reports may be consolidated into one report if all CQC activities and results are covered and the responsible CQC inspectors are identified.
- l. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in file work and

workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

30.5.5 Notification of Non-Compliance

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop work orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

31.0 AS-BUILT RECORDS AND DRAWINGS, O & M MANUALS, AND WARRANTY OF CONSTRUCTION

31.1 SUBMITTAL PROCEDURES

Submittals shall be made in accordance with SECTION SC-10: SUBMITTALS

32.0 SCHEDULING OF PRE-FINAL AND FINAL INSPECTIONS

32.1 NOTIFICATION FOR PRE-FINAL The Contractor and the Government will jointly conduct a pre-final inspection prior to any final inspection. Request for the pre-final shall be made in writing to the Contracting Officer at least 5 days prior to the desired date. For neighbor island jobs, the Contractor shall allow at least two weeks prior to notification.

32.2 PRE-FINAL INSPECTION Discrepancies noted will be furnished by the Government inspector to the Contracting Officer. The Contracting Officer is responsible for furnishing a complete punch list, in writing, to the Contractor. Items noted on the punch list will be completed prior to scheduling a final inspection. As-builts, real property data, warranties, manuals, etc., may be turned-in at time of final inspection.

32.3 NOTIFICATION FOR FINAL INSPECTION When the Contractor is ready for final inspection, he shall request so in writing to the Contracting Officer or his duly authorized representative at least 2 days prior to the desired date.

32.4 FINAL INSPECTION The final inspection will be performed with the Contractor by the Contracting Officer Representative (COR), consultant team, and/or representative of the using activity. Discrepancies noted will be corrected within the time specified by the Contracting Officer.

33.0 AS-BUILT FIELD DATA

33.1 GENERAL The contractor shall keep at the construction site a complete set of full size blue-line prints or drawings/sketches, reproduced at contractor expense. During construction, these prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:

33.1.1 The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

33.1.2 The locations and dimensions of any changes within the building or structure, and the accurate location and

dimensions of all underground utilities and facilities.

33.1.3 Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.

33.1.4 Correct elevations if changes were made in site grading from the contract plans.

33.1.5 Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including, but not limited to, fabrication, erection, installation, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

33.1.6 The topography and grades of all drainage installed or affected as part of the project construction.

33.1.7 All changes or modifications project start through the final inspection.

33.1.8 These deviations shall be shown in the same general detail and quality utilized in the contract drawings. Marking of the full-size drawing shall be performed continuously during construction to keep them up to date. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-built Field Data" and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer and responsible representative of the Contracting Officer prior to submission of each monthly pay estimate. Failure to keep the As-built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

33.2.1 Submittal of the As-built Field Data: The As-built Field Data shall be submitted to the Contracting Officer and his/her authorized representatives for review and approval five working days prior to the final inspection. If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings to the Contracting Officer within 10 calendar days of receipt.

33.2.2 As Built Drawings: These drawings shall be provided at the same standard and quality as the design drawings and shall incorporate all As-Built Field Data.

33.2.3 Approval and acceptance of the final as-built record drawings shall be accomplished before final payment is made to the Contractor.

34.0 LIST OF EQUIPMENT-IN-PLACE

34.1 LIST OF REQUIREMENTS Contractor shall submit for approval, at the completion of construction, a list of equipment-in-place. This list shall be updated and kept current throughout construction, and shall be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. A sample form showing minimum data required is provided at the end of this section. The EQUIPMENT-IN-PLACE list shall be comprised of all equipment falling under one or more of the following classifications:

34.1.1. Each piece of equipment listed on the mechanical equipment schedules.

34.1.2. Each electrical panel, switchboard, and MCC panel.

34.1.3. Each transformer.

34.1.4. Each piece of equipment or furniture designed to be movable.

34.1.5. Each piece of equipment that contains a manufacturer's serial number on the name plate.

34.2 OPERATION AND MAINTENANCE MANUALS

34.2.1 General: The Contractor shall provide Operation and Maintenance (O&M) manuals for the complete facility as applicable under this contract, including all Contractor furnished and installed equipment, systems and materials.

Included herein are requirements for compiling and submitting the O&M data.

34.2.2 O & M data shall be separated by facility into distinct systems and within each distinct system, further separated by the following disciplines: Mechanical; Electrical; Fire Protection and Detection, Security; and Architectural/General. O & M manuals for any particular system shall include narrative and technical descriptions of the interrelations with other systems. This narrative shall include a description on how the system works with notable features of the system, including normal and abnormal operating conditions. The explanation of the system is to be short and concise with reference to specific manufacturer's equipment manuals for details. Provide overall system schematic with narrative for each discipline. If the quantity of material is such that it will not fit within one binder then it shall be divided into volumes, as required (see paragraph Binders).

34.2.2.1 O&M manuals shall be prepared for each individual facility of multi-facility projects.

34.2.2.2 Four complete bound copies of the final O&M data as approved shall be required. The requirement for four copies of the O&M manual shall supersede and replace any requirements for a lesser amount of manuals which may be indicated in some specifications.

34.2.2.3 O&M Manual and Data Submittal: To establish and assure uniform O&M manual format, the Contractor shall submit and receive Contracting Officer approval on one complete system prior to submissions for remaining systems.

34.2.2.4 The Contracting Officer will require 10 calendar days for review of submitted O&M manual(s) or data.

34.2.2.5 O&M data on equipment or systems shall be submitted so all data will be approved and bound in the O&M manuals in the required quantity by the time the project reaches 90 percent completion. Failure to furnish approved, bound manuals in the required quantity by the time the project is 90 percent complete, will be cause for the Contracting Officer to hold or adjust the retained percentage in accordance with Contract Clause, "Payments Under Fixed Price Construction Contracts". For equipment or systems requiring personnel training and/or acceptance testing, the final O & M data must be approved by the Contracting Officer prior to the scheduling of the training and/or testing.

34.3 BINDERS

34.3.1 Construction and Assembly: Manuals shall be 3 ring binder, sliding posts or screw-type aluminum binding posts (three screws) with spine, but only one type shall be used for all manuals (per task order). The manuals shall be hardback covered, cleanable, plastic, not over three (3) inches thick and designed for 8-1/2 x 11 inch paper.

34.3.2 Marking: Each binder shall have the following information, as a minimum, printed on both the spine and cover; or printed on insert in plastic sleeve of notebook binder. BUILDING OR FACILITY NAME, IDENTIFICATION NUMBER (Building No.), LOCATION, AND SYSTEM (Mechanical, Electrical, etc.). Contractor's name and address as well as the contract title and contract number shall be printed on the inside of the front cover.

34.3.3 Color: Color of binder and markings shall be the option of the Contractor except that: (a) labeling color shall contrast with binder color, and (b) colors shall be the same for all manuals on a particular task order.

34.3.4 Content: The O&M manuals shall be structured to address each of the following topics.

34.3.5 Warning Page: A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.

34.3.6 Index: Each manual shall have a master index at the front identifying all manuals and volumes and subject matter for each. Following the master index, each manual shall have an index of its enclosures listing each volume, tab numbers, etc., as necessary to readily refer to a particular operating or maintenance instruction. Rigid tabbed fly

leaf sheets shall be provided for each separate product, equipment or system in the manual. All pages shall be numbered with the referenced number included in the index.

34.4 WARRANTIES In addition to the general warranty required by the contract, the O&M manuals shall include any specific warranties required by other sections of the TECHNICAL SPECIFICATIONS and other warranties normally provided with the particular piece of equipment or system. Extended warranties normally provided by manufacturers that are beyond the warranty of construction shall be specifically noted. The O&M manuals shall also include a specific warranty section itemizing all standard and extended warranty items. The warranty list shall contain the information indicated below. Warranties will not begin until the facility is accepted by the Government. Copy of warranty shall be included in the manual.

WARRANTY INFORMATION

Project Title Contract Number

General Contractor's Name, Phone Number

34.5 ITEM DESCRIPTION START DATE END DATE O & M REFERENCE LOCATION

(In alphabetical order)

Descriptive Name,
Manufacturer's/
Warrantor's Name,
Address & Phone No.

34.5.1 Utility systems shall cover file items required by the specific specification section.

34.5.2 Architectural/General O&M Data shall include the following:

34.5.2.1 Building Products, Applied Materials, and Finishes: Include product data with catalog number, size, composition, and color and texture designations. Provide information for reordering custom manufactured products. Data shall include, but not be limited to, information on carpet, floor tile, vinyl wall finishes, builder's hardware, etc.

34.5.2.2 Moisture-protection and Weather-exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

34.5.2.3 Additional Requirements: As specified in individual specification sections.

34.5.2.4 Data Identification: Catalog data shall be marked to clearly identify pertinent data by highlighting the data with pointers or crossing out all non-pertinent data.

34.5.2.5 Drawings: All drawings in the manuals shall be of such size that will require only one fold made right to left. All larger size drawings shall be inserted into a separate pocket in the required location in the manual. All drawings shall be of microfilm quality.

34.5.2.6 Posted Data: The Contractor shall provide posted data for equipment or systems, in addition to O&M manuals, and as required by the TECHNICAL SPECIFICATIONS sections. The data shall consist of as-built schematics of all wiring, controls, piping, etc., as necessary for the operation of the equipment or system, and a condensed typewritten description of the system. The posted data may include approved shop drawings, layout drawings, riser, and block diagrams and shall indicate all necessary interrelation with other equipment and systems. The data may be presented in one or several frames, under glass or sheet acrylic glazing, for clarity and convenience of location. The framed data presentation and outline shall be acceptable to and posted at locations designated by the Contracting Officer. The data shall be posted prior to requesting the final inspection.

34.5.2.7 Framed Instructions: Typewritten instructions, framed under glass or sheet acrylic glazing, explaining equipment or system prestart checkout, startup, operations and shutdown procedures, safety precautions, preventive maintenance procedures, and normal operation checks for satisfactory performance of the equipment of systems shall be posted in conjunction with the posted data. The framed instructions may be presented in one or several frames for clarity and convenience of location. The instruction presentation and outline shall be acceptable to the Contracting Officer prior to posting and shall be posted at locations designated by the Contracting Officer. All framed instructions shall be posted prior to requesting the final inspection.

34.5.3 Payment: Approval and acceptance of the final O&M manuals shall be accomplished before final payment is made to the Contractor.

34.5.4 Checklist: Contractor shall complete and initial a copy of the O&M Manual Check List which is shown in the "Instructions and Information for Contractors" manual and forward it along with Eng. Form 4025 as part of the O&M Manual submittal to the Contracting Officer for Approval.

35.0 EVALUATION OF CONTRACTOR PERFORMANCE

35.1 EVALUATION OF PERFORMANCE UPON COMPLETION In accordance with FAR 36.201(a)(1)(i), the Contractor's performance will be evaluated upon completion of each Task Order of \$100,000 or more. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. Additionally, an annual performance evaluation will be prepared prior to the exercise of an option or termination of the contract.

SECTION 01012

SECTION 01012 DESIGN AFTER AWARD

PART 1 GENERAL

The requirements of this section apply specifically to design-build task orders. Type of task order will be indicated by each individual task order.

The Contractor shall schedule the number and composition of the design submittal phases and include that information in the progress charts. Design submittals are required at the preliminary (20%), interim (60%) and final (100%) stages. The requirements of each design stage are listed hereinafter.

1.1 DESIGNERS OF RECORD

All design disciplines shall be accounted for by registered Designers of Record (DOR). DOR shall be responsible for ensuring integrity of their design and design integration in all construction submittals and extensions to design developed by others, such as the constructor, subcontractors or suppliers. DOR shall review and approve all construction submittals and extensions of design, in accordance with contract procedures. The DOR shall stamp, sign, and date all final design drawings under their responsible discipline.

1.2 SEQUENCE OF DESIGN-CONSTRUCTION

Fast track construction start is permitted by this contract and shall be specified per task order.

1.3 QUANTITY OF DESIGN SUBMITTALS

The documents that the Contractor shall submit to the Government for each submittal are listed and generally described hereinafter. Unless otherwise indicated, the Contractor shall submit five (5) copies of each item required at each review submittal stage. All drawings for interim review submittals shall be half-size. At the Design Complete Submittal, the Contractor shall submit five (5) complete full size sets of drawings, five (5) complete half size sets and two copies of CADD files in Microstation format, five (5) sets of the specifications and two (2) copies on electronic medium in Microsoft Word. Additional requirements for submittal format and number of copies may be specified in each individual task order.

1.4 DELIVERY OF DESIGN SUBMITTALS

After award of the task order the Government will furnish the Contractor separate addresses where design submittals shall be delivered. The contractor shall deliver the quantities of items of each submittal to the addressees on the Review Distribution List attached to each individual task order.

Each delivery shall have a transmittal letter accompanying it indicating the date, design percentage, type of submittal, list of items submitted, transmittal number and point of contact with telephone number.

1.5 COORDINATION

1.5.1 Design Interviews:

After design-build task order issuance, before the Preliminary Review Submittal, the Contractor shall visit the site and conduct interviews and problem solving discussions with the individual users, Contracting Officer, Administrative Contracting Officer, and their representatives to acquire all necessary design information, review user operations and to discuss user needs. The Contractor shall document all criteria and requirements obtained

and determine the functional, furniture and furnishings, spatial, electrical, communications, and mechanical requirements of the building and site. The design shall be finalized as a direct result of these interviews.

1.5.2 Written Records

The Contractor shall prepare a written record of each design site visit, meeting, or conference, either telephonic or personal, and furnish the record within five (5) working days to the Contracting Officer and all parties involved. The written record shall include subject, names of participants, outline of discussion, and recommendation or conclusions. The written records shall be numbered in consecutive order.

1.5.3 Design Needs List

Throughout the life of the task order the Contractor shall furnish the Contracting Officer a biweekly "needs" list for design related items. This list shall itemize design data required by the Contractor to advance the design in a timely manner. Each list shall include a sequence number, description of action item, name of the individual or agency responsible for satisfying the action item and remarks. Once a request for information is initiated, that item shall remain on the list until the requested information has been furnished or otherwise resolved.

1.6 GOVERNMENT REVIEW COMMENTS

Within 21 days after Notice to Proceed, the Contractor shall submit, for approval, a complete design schedule with all submittals and review times indicated in calendar days. Generally, the Contractor shall update this schedule monthly. However, the contractor shall provide the government a minimum advance notice of fourteen (14) calendar days of any changed submittal dates. Corps of Engineers' project reviews are performed using DrChecks, a web-based review management system (<http://www.projnet.org>). The contractor companies must register in DrChecks in preparation for the review process. The contractor shall coordinate with the Government for registration assistance.

Upon receipt of a submittal, the Government shall do a cursory check of quality and quantity. If a design submittal is lacking, it will be returned for correction and resubmission. The review time will begin when the corrected submittal is received. If an otherwise satisfactory design submittal is over one (1) day late in accordance with the latest design schedule, the Government review period may be extended up to seven (7) days.

After satisfactory submittal receipt, the Government will be allowed thirty (30) days to review and comment on each preliminary (20%), interim (60%), and final (100%) design submittal, except as noted below (see paragraph 1.11.1). For each design review submittal, Government comments from the various design sections and from other concerned agencies involved in the review process will be made in DrChecks.

The review will be for conformance with the task order. The Contractor shall respond to all comments in DrChecks in advance of the next scheduled submittal. The response shall identify action taken with citation of location within the relevant document. Generalized statements of intention such as "will comply" or "will revise the specification" are not acceptable.

If the Contractor disagrees technically with any comment and does not intend to comply with the comment, the Contractor must clearly outline, with ample justification, the reasons for noncompliance within five (5) days after close of the review period in order that the comment can be resolved. If the Contractor believes the action required by any comment exceeds the requirements of the task order, he should "flag" the comment within DrChecks as being outside design scope. Further, the contractor shall notify the Government in writing immediately.

Review conferences will be held for each design submittal at Nashville District Corps of Engineers office. The Contractor shall bring the personnel that developed the design submittal to the review conference. These conferences will take place the week after review completion of each submittal.

During the design review process, comments will be made on the design submittals that will change the drawings and specifications. The Government will pay no additional compensation to the Contractor for the incorporation of comments. Review comments are considered part of the design/build process.

1.7 DESIGN ANALYSIS

1.7.1 Media and Format

Present the design analysis on 8-1/2-inch by 11-inch paper except that larger sheets may be used when required for graphs or other special calculation forms. All sheets shall be in reproducible form. The material may be typewritten, hand lettered, handwritten, or a combination thereof, provided it is legible. Side margins shall be 1-inch minimum to permit side binding and head to head printing. Bottom margins shall be 1-1/4-inches, with page numbers centered 1 inch from the bottom.

1.7.2 Organization

Assign the several parts and sheets of the design analysis a sequential binding number and bind them under a cover indicating the name of the facility and project number, if applicable. The title page shall carry the designation of the submittal being made. The complete design analysis presented for final review with the final drawings and specifications shall carry the designation "FINAL DESIGN ANALYSIS" on the title page.

1.7.3 Design Calculations

Design calculations are a part of the design analysis. When they are voluminous, bind them separately from the narrative part of the design analysis. Present the design calculations in a clean and legible form incorporating a title page and index for each volume. Furnish a table of contents, which shall be an index of the indices, when there is more than one volume. Identify the source of loading conditions, supplementary sketches, graphs, formulas, and references. Explain all assumptions and conclusions. Calculation sheets shall carry the names or initials of the computer and the checker and the dates of calculations and checking. No portion of the calculations shall be computed and checked by the same person.

1.7.4 Computerized Design Analysis

The design analysis shall include descriptions of the computer programs used and copies of the input data and output summaries. When the computer output is large, it may be divided into volumes at logical division points. Precede each set of computer printouts by an index and by a description of the computation performed. If several sets of computations are submitted, a general table of contents in addition to the individual indices shall accompany them. Preparation of the description that must accompany each set of printouts shall include the following:

Explain the design method, including assumptions, theories, and formulas.

Include applicable diagrams, adequately identified.

State exactly the computation performed by the computer.

Provide all necessary explanations of the computer printout format, symbols, and abbreviations.

Use adequate and consistent notation.

Provide sufficient information to permit manual checks of the results.

1.8 DRAWINGS

1.8.1 General

Prepare all drawings using Computer-Aided Design and Drafting (CADD) so that they are well-arranged and present complete information. The Contractor shall prepare the drawings with such clarity that the Corps of Engineers could construct the facility without any additional assistance from the Contractor. Drawings shall be complete. Unnecessary work such as duplicate views, notes and lettering, and repetition of details shall not be permitted. Do not show standard details not applicable to the project, and minimize unnecessary wasted space. Do not include details of standard products or items that are adequately covered by specifications on the drawings. Detail the drawings such that conformance with the task order can be checked and to the extent that shop drawings can be checked. Do not use shop drawings as design drawings. The Contractor shall use standard Corps of Engineers title blocks and borders on all drawings unless otherwise stated per individual task orders. An index of drawings shall be included with each submittal. The Government will furnish the Contractor drawing numbers for inclusion in the title blocks of the drawings.

All CADD drawings shall be prepared in accordance with the applicable provisions of the "CENABEN Contract Clauses for CADD Deliverables" which are available at <http://www.en.nab.usace.army.mil> or by request on CD ROM.

1.9 SPECIFICATIONS AND SUBMITTAL REGISTER

1.9.1 Specifications

The design shall be developed using software as specified in each individual task order. Types of software which may be specified include Unified Facilities Guide Specifications (UFGS) and SPECSINTACT software. Both the UFGS and SPECSINTACT are available free of charge for downloading from <http://www.ccb.org/ufgs/ufgs.htm>. Where UFGS do not include a specification for a particular feature of work, the Contractor may use specifications from other agencies or sources, or provide custom-written specifications. Such specifications only may use another software program than SPECSINTACT. The specifications for this project shall be edited and submitted in hand marked-up or graphic highlighted (via word processor or specification software) draft version at the Final (100%) Review submittal stage. UFGS shall only be edited as directed in the specification notes and instructions, where choice options allow, and where features of work are added or deleted. A minimum quality standard for the project shall be maintained by only selecting among the choices for quantity and quality that are presented in the applicable UFGS unless specifically indicated otherwise. As one example, in a UFGS specification for floor covering where the presented choices for thickness are 3/32, the minimum thickness for the project shall be 3/32. Manufacturer's catalog cut sheets will not be accepted as a substitute for the "products" portion of the specifications, nor any other part. Catalog cut sheets may be added to the specifications, but not as a substitute.

Include with Contractor prepared specifications all Sections from the RFP (furnished by the Government) and specification attachments.

Project specifications shall be furnished in the format as specified per individual task order. Types of formats, which may be specified, include Microsoft Word or format as generated by use of UFGS and SPECSINTACT software. Each specification volume shall include a cover page and table of contents, shall be printed on 20 lb. white paper and shall be furnished on CD-ROM disks.

The cover page shall include:

- a. Project title, activity and location
- b. Base MATOC contract number and individual task order number
- c. Construction Contractor's name and address
- d. Design firm's name and address
- e. Names of design team members responsible for each Contractor prepared technical discipline of the project specification

f. Name and signature of a Principal of the design firm

g. Line for the designated Government representative to sign and date for the Government.

1.9.2 Submittal Register

The contractor shall develop the submittal requirements during the design phase of the task order. Proper tagging of SPECSINTACT-prepared specifications allows this form to be generated at printing. If custom-written specifications are developed which are not in SPECSINTACT, the register for those sections must match the SPECSINTACT-generated form in format and columns (quantities and designations). The Contractor shall be responsible for listing all required construction submittals necessary to insure the project requirements are complied with. The Register shall identify submittal items such as shop drawings, manufacturer's literature, certificates of compliance, material samples, guarantees, test results, etc. that the Contractor shall submit for review during the life of the task order. The Designer of Record shall edit the submittal register and specifications to designate which submittals are for DOR approval or for DOR Information and indicate that submittals are for Government Information or Approval.

1.10 SURVEYING & MAPPING

If a site survey is required per individual task order, the Contractor shall provide the survey in accordance with the requirements listed below. Extent of required surveys shall be specified in each task order.

All survey work shall be performed under the supervision of a registered land surveyor. The final survey shall be signed and sealed by that surveyor.

Survey accuracy shall be third order for topographic surveys and second order for GPS control. The survey shall comply with all applicable sections of the National Map Accuracy Standard and FGCC Geometric Accuracy Standards and Specifications for using GPS Relative Positioning Techniques.

The survey shall be provided in CADD format in accordance with the Drawings requirements section above. The survey shall be scaled at 1:500, with one-foot contour intervals. Contour lines shall be continuous 2-Dimensional polylines with X and Y coordinates along the same Z elevation. Contours shall be created by a tin of the surveyed point data utilizing land development software. The tin shall be an accurate model of the existing site. One tin shall be developed for the entire site. Major (five foot) and minor (one foot) contour intervals shall be placed on separate CADD layers. All contours shall be dashed, with different line weights differentiating the minor and major contours. Spot elevations shall be provided as necessary to clearly delineate the topography, including all high and low points.

Horizontal control shall be based on the NAD83 system. Vertical control shall be based on the NAVD88 system. Coordinate and/or elevation information shall be provided for traverse points, benchmarks, grid ticks, and grid reference points. Each drawing sheet shall include a north arrow and a drawing scale.

The minimum text size for notes, narrative, and tables shall be 12 point. All other text shall be at least 10 point.

1.11 DESIGN SUBMITTALS

1.11.1 Preliminary (20%) Submittal

In addition to active participation in the design conferences specified above, the DOR shall provide a preliminary (20%) submittal of design interview drawings as described below. These drawings shall be based on interviews conducted by the Contractor with the customer(s) and user(s) as necessary to determine functional, spatial, and operational requirements. The purpose of this submittal is primarily to ensure that the Contractor is working towards a facility and site layout that will be acceptable to the Government. The Government will take seven (7) days to review the drawings. The Contractor shall incorporate the comments and resubmit the drawings. The Government will take another seven (7) days to review the drawings. The Contractor shall obtain Government acceptance prior

to proceeding to the next design phase. Design submittals, including any resubmittals, shall contain five (5) copies of the drawings, criteria, and interview documentation and any updates. Resubmittal shall include revised drawings and any related documentation resulting from the review of the submittal and any additional interviews necessary to finalize customer and user requirements. The design submittal shall contain as a minimum, the following:

1.11.1.1 Site Layout Plan

The Contractor shall provide a site layout plan showing the proposed layout of the building, roads, parking and other paved areas, retaining walls, etc. The plan shall be provided to scale. While a grading plan is not required at this stage, the submittal should as a minimum demonstrate the intended drainage patterns and the requirements for major cut and fill or retaining structures. The intent of this submission will be to sufficiently demonstrate that the required functions of the site can be met within the site constraints given with a layout that is acceptable to the government. The submittal will include an explanation of objectives and factors influencing siting decisions and a general overview of major site features, such as building orientation, drainage patterns, parking provisions, traffic circulation and delivery access, provisions for the handicapped, security requirements, etc.

1.11.1.2 Architectural Floor Plan

The Contractor shall provide a floor plan of the facility drawn to scale that shows the proposed room locations.

Interim (60%)] Design Submittal

The review of this submittal is primarily to ensure that the contract documents and design analysis are proceeding in a timely manner and that the design criteria are being correctly interpreted. The design submittal shall contain, as a minimum, the following:

1.11.2.1 Site Development

A. Design Analysis: A narrative description of siting requirements and design rationale for roads, streets, parking facilities, earthwork, utilities, and other related site aspects shall be provided. The design analysis shall address the following when applicable:

1. Orientation: Unless otherwise indicated, buildings shall be oriented to take advantage of passive solar heating and cooling where feasible. Buildings to be air-conditioned should be sited with the long axis of the building in an east-west plane. The orientation may deviate if detailed solar studies indicate an alternate orientation is more energy efficient; if the topography does not accommodate proper orientation and there are no viable alternate sites; or if a building to be heated by solar radiation requires an alternate orientation for maximum solar exposure. A full explanation of the building orientation shall be included in the design analysis.

2. Storm Drainage: The design of all new storm drainage and an analysis of the existing storm drainage to which the new will be connected, if applicable, shall be presented.

3. Roof Drainage: The roof drainage system shall be designed in accordance with the National Plumbing Code. Collection of all roof drain downspouts that discharge onto paved areas in an underground piping system is preferred in order to avoid icing problems for pedestrians in cold weather. The interior roof drainage system shall be coordinated with all other design disciplines to avoid conflicts with mechanical piping and ductwork, structural components, etc.

4. Sanitary Sewers: A description of existing and proposed sanitary sewer facilities and supporting design computations shall be provided.

5. Water Service: A description of existing and proposed water service for the proposed facility shall be provided. Adequacy of the existing system and additions required for adequate fire protection shall be included.

6. Erosion and Sedimentation Control and Stormwater Management: A description of erosion and sediment control and storm water management requirements, design, and design rationale shall be provided.

B. Drawings shall include:

1. Survey Plan

2. Demolition Plan: Items to be removed, abandoned and relocated shall be clearly indicated with a legend. An asbestos and lead paint survey shall be conducted where demolition work is required.

3. Grading Plan: A grading plan shall be provided including:

Existing topography, including contours with sufficient spot elevations to establish existing ground surface in high and low areas. Existing buildings, roads, streets, parking areas, storm drains, sanitary sewers, water lines, gas lines, steam lines, etc., to remain shall be shown. The base line and benchmark information shall be identified.

New buildings, roads, parking facilities, etc. shall be shown.

New grading, including the finish floor elevations for all new buildings and other structures, shall be shown with contours and spot elevations in sufficient detail to indicate the drainage pattern and earthwork quantities.

Locations of all inlets, storm and sanitary manholes, water valve, electric manholes and other utility structures visible at grade on the plan shall be indicated. New utility lines serving the utilities shall not be shown on this plan.

Storm water management detention areas shall be shown if required.

4. Utilities Plan: All existing and new utilities shall be shown, including but not limited to sanitary sewers, force mains, water lines, storm drainage, roof drains, gas lines, sub drainage, and foundation drains. Electrical and telephone lines may be shown on an electrical utility plan. All new and existing buildings, roads, parking areas etc. shall be shown. Contours and spot elevations shall not be shown. The plan shall clearly present:

Existing and new sanitary sewers and force mains, including manhole and cleanout locations. Sizes of all sanitary sewers and force mains shall be indicated.

Existing and new water distribution and service lines, including valve and fire hydrant locations. Sizes of all service and distribution lines shall be shown.

Existing and new storm drainage system and roof drainage with inlets, manholes, and headwalls indicated. Sizes of storm drains shall be shown.

Existing and new steam and/or gas distribution and service lines including valves.

All utilities to be abandoned, relocated, or removed.

5. Layout Plan: Layout dimensions for all new features shall be shown. Base lines used to lay out the new work shall be clearly identified. The use of coordinates for locating new features is acceptable, but base line layouts are preferable. Layout data may be shown on the Utilities Plan if feasible. If the project has numerous utilities, a separate layout plan shall be prepared for clarity.

6. Erosion and Sedimentation Control Plan: Temporary erosion and sediment control measures for the construction activity shall be shown.

C. Outline Specifications: Appropriate guide specifications shall be selected and listed for the aspects of the project.

D. Anticipated permit requirements for water and wastewater features shall be described.

1.11.2.2 Geotechnical

The geotechnical report, if required, shall be as specified in each individual task order. The report shall address all the geotechnical requirements and shall include descriptions, details, and information such as project location, project description, site description, site investigation, description of subsurface investigation, subsurface conditions, regional geology, soil stratigraphy, bedrock stratigraphy, groundwater, foundation design, pavement design, and earthwork. Details of report requirements shall be outlined in each task order.

1.11.2.3 Landscape, Planting and Turfing

The landscape planting design narrative shall describe the analysis of existing site conditions, including an indication of existing plant materials that are to remain on the site. The statement of concept shall indicate specific site problems related to proposed development and the rationale for proposed plant locations. The narrative shall also include a list of types and sizes of plant materials to be used based upon the designated functional and visual criteria.

The drawings shall be prepared in scale with the site layout and grading plans, and shall include reference coordinates, north arrows, graphic scales and appropriate legends. An overall planting layout shall be developed and enlarged detail plans of specific areas shall be provided as needed to clarify requirements. The proposed layout shall indicate shade trees, evergreen trees, flowering trees, shrub masses, etc. according to designated functional and visual criteria. A legend including sizes of plants recommended for each of the above categories shall be provided. The drawings and all subsequent plans shall indicate existing and proposed buildings, paved areas, signs, lights, transformers, dumpster areas, storm drainage system, and other structures and utilities.

1.11.2.4 Architectural

All references used in the design shall be listed, including Government design documents and industry standards.

A design narrative shall provide a summary of rooms and functional spaces, their names, numbers, and area in square feet, adjacencies, and circulation. A statement of interior and exterior design concepts and the rationale behind major design decisions shall be provided. A building code analysis shall be included.

Drawings shall include North arrows, graphic scales, dimensions, and appropriate legends. Drawings shall include at a minimum, demolition plans, floor plans, roof plan, reflected ceiling plans, building elevations, building sections, wall sections and details, interior elevations, door schedule, partition types and details, finish schedule and details, storefront and window details, and other detail plans as required. Plans shall indicate space/room names and numbers, dimensions, column lines, and detail references. Toilets and other specialized areas shall be drawn to 1/4" scale, dimensioned, and shall show interior features. Special interior design features such as fascias, soffits, lighting troughs, etc. shall be indicated with interior elevations. Building and wall sections shall indicate locations or conditions to be further detailed.

A finish schedule shall be provided indicating materials, finishes, textures, patterns, and colors.

All required equipment shall be shown on the drawings, including an equipment list.

Any special graphics or informational displays to be provided shall be listed.

Schedules shall be provided for doors and windows. These schedules shall indicate sizes, types, and details for all items shown on the floor plans. A wall/partition schedule of types, construction, fire ratings, etc. shall be provided and keyed to the plans.

Hardware sets shall be indicated using BHMA designations.

Fire protection plans and analysis shall be provided. Exit capacities, travel paths and distances, fire extinguisher locations, etc. shall be indicated on the plans.

Composite floor plans and elevations shall be provided to show all prewired workstations and typical elevations of each type of workstation.

Outline specifications based on the appropriate guide specifications shall be provided for all aspects of the project.

1.11.2.5 Structural Design

All references used in the design shall be listed, including Government design documents and industry standards.

The live loads to be used for design shall be stated, including roof and floor loads, wind loads, lateral earth pressure loads, seismic loads, etc. as applicable.

The method of providing lateral stability for the structural system to meet seismic and wind load requirements shall be described. Sufficient calculations to verify the adequacy of the method shall be provided.

Calculations, including computer analyses, shall be furnished for all principal roof, floor, and foundation members. Computer software used shall be widely accepted, commercially available programs. Sufficient documentation shall be provided to interpret input and output.

Drawings showing roof and floor framing plans, including all principal members, shall be provided as applicable. A foundation plan shall be furnished showing main footings and grade beams where applicable. Where beam, column, and footing schedules are used, schedules shall be provided with sufficient information to indicate the method to be used. Typical bar bending diagrams shall be shown if applicable. Typical sections shall be furnished for roof, floor, and foundation conditions.

1.11.2.6 Plumbing

All references used in the design shall be listed, including Government design documents and industry standards.

Justification and brief description of the types of plumbing fixtures, piping materials and equipment proposed for use shall be provided.

Detailed calculations for systems shall be provided, such as sizing calculations for waste and water piping, water heaters, and pumps.

Locations and general arrangement of plumbing fixtures and major equipment shall be indicated.

Plans and isometric riser diagrams of hot water, cold water, waste and vent piping shall be provided for all areas. Natural gas and radon piping shall be provided as required.

Equipment and fixture schedules shall be provided, including descriptions, capacities, locations, connection sizes, and other information as required.

1.11.2.7 Fire Protection System

All references used in the design including Government design documents and industry standards shall be listed.

Each building shall be classified in accordance with fire zone, building floor areas, and height and number of stories.

A description of required fire protection, including extinguishing equipment, detection equipment, alarm equipment and water supply, shall be provided. Alarm and detection equipment shall be coordinated with the requirements of Electronic Systems.

Hydraulic calculations based on water flow tests shall be prepared for each sprinkler system to ensure that flow and pressure requirements can be met with current water supply.

A plan shall be provided for each building floor presenting the total fire protection features being incorporated into the design. The following types of information shall be provided:

- a. The location and rating of any fire-resistive construction such as occupancy separations, area separations, exterior walls, shaft enclosures, corridors, stair enclosures, exit passageways, etc.
- b. The location and coverage of any fire detection systems.
- c. The location and coverage of any fire suppression systems (sprinkler risers, standpipes, etc.).
- d. The location of any other major fire protection equipment.
- e. Any hazardous areas and their classification.
- f. A schedule including fire hazard and occupancy classifications, building construction type, GPM/ square foot sprinkler density, area of operation, and other criteria as required.

1.11.2.8 Heating, Ventilating, and Air Conditioning (HVAC)

All references used in the design including Government design documents and industry standards shall be listed.

A preliminary design analysis, including psychrometric analysis, shall be provided.

Preliminary temperature control drawings and sequence of operation shall be provided.

Preliminary equipment sizing, drawings, selections and schedules for major items (i.e. equipment, ductwork, etc.) piping plans, and details shall be provided.

HVAC system drawings shall be included in the 50% design submittal. Separate drawings for HVAC and plumbing piping shall be provided.

1.11.2.9 Interior Electrical System

All references used in the design including Government design documents and industry standards shall be listed.

A narrative describing electrical system characteristics (phase, voltage, and number of wires) shall be provided, including a justification for the system chosen. A life cycle analysis shall be provided for 208Y/120 Volt systems of 300 kVA and above.

A description of the lighting system(s) to be used for all areas shall be provided, including reference calculations.

A tabulation showing the following shall be provided:

- a. Room/area names and numbers.
- b. Lighting intensity for each room and the basis for selection (I.E.S., etc.).
- c. The type of fixture (identified by manufacturers' catalog cuts).

- d. The type of wiring system to be used, such as insulated conductors installed in rigid or intermediate metal conduit, insulated conductors installed in electrical metallic tubing, nonmetallic-sheathed cables, etc.
- e. A paragraph describing any special design items, such as handicapped and seismic design requirements, power filters, emergency power system, UPS, etc.
- f. Any hazardous classification, including class, division, group, and reason for classification as defined by the National Electrical Code. The types of equipment to be used in these areas shall be indicated.
- g. Lightning protection system to be installed, including the type of grounding system.
- h. The basic characteristics of panel-boards, switchgear, switchboards, motor control centers, transfer switches, UPS, and other major pieces of electrical equipment being provided. Short circuit and voltage drop calculations shall be provided for all equipment with protective devices. Equipment interrupting ratings and short circuit withstand ratings based on these calculations shall be indicated.
- i. The electrical metering equipment to be provided.

A statement that no duct or liquid piping shall pass over and/or through any electrical space and/or room as defined by the National Electrical Code Article 384 shall be provided.

The power riser or one-line diagram shall be essentially complete except for finalization of conduit and wire sizes.

Panel boards, switchboards, switchgear, motor control centers, and all other utilization equipment shall be located on the floor plans. Schedules for applicable equipment shall be provided, and shall include all pertinent information to fully describe the equipment. Elevations for free standing equipment shall be provided.

Details of the layouts for electrical closets and rooms shall be shown.

Receptacles and lighting layouts, including complete wiring, shall be shown for typical rooms. Typical rooms are either same-size rooms that appear more than one time, or rooms of different sizes but the same function.

Areas where nonlinear loads will be encountered shall be identified.

A completed fixture schedule shall be included on the drawings.

1.11.2.10 Exterior Electrical Distribution System

All references used in the design including Government design documents and industry standards shall be listed.

The electrical distribution system shall be described, including the changes to be made to the existing system to accommodate this project. Any deficiencies to be corrected shall be stated and all new work being performed shall be described.

The electrical characteristics of the power supply from the service point to the main service equipment shall be indicated.

The type, number, voltage rating and connections, and kVA rating of transformers shall be provided.

The type of conductor to be used and a justification for its use shall be provided.

The criteria used for the exterior design, such as primary and secondary voltage drop, shall be provided. The physical characteristics of both the underground and overhead power lines shall be described. The short circuit current available at the site shall be provided, including the source of this value.

All exterior lighting systems shall be described. The fixture types, poles, and design lighting levels shall be indicated. Point-to-point calculations showing that all design levels have been achieved shall be provided.

Energy conservation measures and/or techniques being incorporated into the design shall be described.

Exterior electrical design drawings shall indicate all poles (power and lighting), conductors (overhead and underground), and manholes. Pertinent components shall be detailed, including, but not limited to, poles, manholes, duct banks, etc. Calculations support all manhole locations shall be provided.

All removals shall be shown on demolition plans.

1.11.2.11 Electronic Systems

All references used in the design including Government design documents and industry standards shall be listed.

A narrative shall be provided describing all electronic systems in the project, including systems for fire detection and suppression control, public address, telephone, television, special grounding, cathodic protection, intrusion detection, card access, and central security control and monitoring.

The design analysis shall include all calculations required to support design decisions and estimates. The analysis shall include specific criteria furnished, conference minutes and cost analyses of all systems considered.

Design of the fire alarm and detection system shall include layout drawings for all devices and a riser diagram showing the control panel, annunciator panel, zones, radio transmitter and interfaces with other systems (HVAC, sprinkler, foam, hood dry chemical, etc.).

All components of the Fire Suppression (FS) System shall be specified in the specifications. The system operation and interaction with other systems, such as the fire alarm system, will be clearly described. A riser diagram shall be included in the drawings to show principal components and interconnections with other systems. FS system components shall be indicated on drawing legends. All components shown on floor plans shall be designated as FS system components (as opposed to Fire Alarm components). The location of FS control panels, HVAC control devices, sensors, and 120V power panel connections shall be shown on the floor plans. The numbers and sizes of conductors and conduits for detector circuits shall not be shown since this varies among suppliers. Zoning of areas shall be indicated by numbers (1, 2, 3), and detectors sub zoned for cross zoning shall be indicated by letter designations (A and B). Ceiling mounted detectors shall be differentiated from under floor detectors by distinct symbols indicating the sub zone of each.

Location of telephone outlets shall be shown on the plans. Legends and symbol definitions indicating height above finished floor shall be provided. Telephone conduit system riser diagrams, including conduit sizes, shall be shown. Conduit runs between backboard and outlets shall not be shown on the floor plans. Underground telephone distribution conduit shall be shown on either the electrical or electronic site plan.

The grounding system specifications and drawings shall clearly reflect all design requirements. The specifications shall require field tests during the construction phase, and to be witnessed by the Contracting Officer, for determining the effectiveness of the grounding system. Drawings showing existing construction shall be provided. The Contractor shall verification of the validity of any existing drawings and/or any other data furnished by the Government.

The extent of any exterior work, such as telephone lines, television (TV) distribution cables, duct banks, etc., outside of 5 feet from the building line shall be described.

The name of the licensed corrosion engineer or NACE specialist to be utilized for the design shall be provided. The following shall be provided for cathodic protection systems:

- a. Define areas of structures or components in soil or water to be protected.

- b. Comparison of systems and equipment, including cost estimates for all alternatives, and the type of system recommended.
- c. Calculations for all systems considered, including related information and descriptions.
- d. Cathodic protection design, including comprehensive specifications and drawings meeting the protection criteria. The design plans and specifications shall show the extent of the facilities to be protected, location and type of anodes, location of test points, and details for sectionalizing an underground piping system. The design shall be sufficient for purchasing equipment and building the system without design changes.

Exterior work shall be shown on the electrical site plan.

- a. Existing and new communications service lines, both overhead and underground, shall be properly identified.
- b. Removals and relocations shall be shown if applicable.

A descriptive narrative of all electronic systems required for project shall be provided. Any hazardous areas as defined in the National Electric Code shall be identified, and the type of equipment proposed for use in such areas indicated. The location of all electronic system panels, etc., shall be shown on the floor plans. The proposed riser diagrams for all systems shall be provided, and sizes of all conduit, wires, cables, panels, etc. shall be indicated. A complete symbol legend shall be provided for all devices or equipment shown on the plans. Work requiring removals or demolition and how it is to be performed shall be described using drawings and/or narrative as necessary.

1.11.3 Final (100%) DESIGN SUBMITTALS

The review of this submittal is to ensure that the design is in accordance with directions to the Contractor provided during the design process. The Final (100%) Design Submittals shall contain, as a minimum, the following items:

- a. Complete construction documents plans and specifications at the level of detail needed for bidding the project, including a complete list of equipment, fixtures, and materials to be used. The final drawings are an extension of the previously reviewed drawings and shall include those comments. All details shall be shown on the drawings.
- b. Complete design analysis verifying that the design complies with the requirements of the project. The final design analysis is an extension of the previously reviewed design analysis and shall include those comments.
- c. Marked-up specifications. The specifications shall be coordinated with the drawings, and shall describe in detail all items shown on the drawings.

1.11.3.1 Site Development

In addition to the items listed in the previous submittal requirements, the following items shall be addressed:

- A. Design Analysis: All references and guidance used to develop the project shall be indicated, such as data from Using Agency and Corps of Engineers technical manuals. The final design analysis shall address all site aspects, including the following:
 - 1. Storm Drainage: Storm drainage system shall be fully described and the basis for design, including all criteria used, shall be provided. Layout sketches of storm drainage areas showing inlets and piping shall be included. Calculations for capacities of the various inlets selected for the project shall be provided. Storm drainage calculations indicating flow and velocity computations are provided. Roof drain computations are included. A

sketch of the roof areas shall be provided showing drainage areas, locations and sizes of gutters, downspouts, and the roof drainage collector system. Design calculations for the storm water management shall be provided.

2. Water Service and Fire Protection: Proposed work is described in accordance with TM 5-812-1, TM 5-813-5, and TM 5-813-6. References shall be cited, and calculations are shown. A sketch of water systems in the vicinity of the project shall be provided. Existing water storage facilities and capacities on Post shall be noted, and results of hydrant flow tests shall be provided.

3. Sanitary Sewers and Force Mains: Describe proposed work in accordance with TM 5-814-1. References shall be cited, and a sketch of sanitary system shall be provided showing all calculations, pump sizes, pump curves, and strength of pipe selected.

B. Drawings: The final drawings are a continuation of the ones prepared for the concept submission, and shall include:

1. Survey Plan.

2. Demolition: All utilities and other items to be removed, abandoned, capped, plugged and relocated shall be indicated.

3. Grading Plan: New and existing contours and spot elevations shall be shown in sufficient detail to clearly indicate grading, positive drainage, and storm water management facilities. Inlets are shown with top of frame elevations indicated. Manholes, valves, hydrants, headwalls and all existing underground utilities are shown. Any other features of work which will appear on the new ground surface shall be shown. New utility lines are not shown.

4. Utilities Plan: Each existing and new utility shall be clearly shown, including building service connections and connections to existing lines. Locations of all new and existing fire hydrants, valves, manholes, inlets, etc. shall be indicated. Sizes of existing and new lines shall be shown, including new inlet and manhole numbers. A complete legend shall be provided. All new piping, inlets, manholes, hydrants, etc., shall be located by dimension from buildings, streets, etc. All roof drain piping to storm drains shall be shown. All storm drain piping for storm water management shall be indicated. Sub drain piping for paved areas shall be shown if required.

5. Layout Plan: Existing and new buildings, roads, streets, walks, parking and service areas, etc. shall be shown. New or existing contours and spot elevations shall not be shown. The baseline information from which all new facilities are to be located shall be clearly indicated. The layout shall be complete and fully dimensioned. Stationing and curve data shall be provided for road or street layout if applicable. A complete legend shall be provided.

6. Profiles:

a. Profiles for storm drains, sanitary sewers, and force mains shall be provided for each location where utilities cross and the possibility for conflicts occur. Profiles for water lines shall be provided if there are numerous utility crossings along its alignment. Utility profiles shall show:

Existing and finished grade.

Manholes, inlets, headwalls, etc., with numeric designations corresponding to those shown on utility plan.

Top and invert elevations.

Size, length, and slopes of all lines.

All existing and new utility crossings.

Type of structures (i.e., type "E" inlet, standard manhole, etc.) required at each junction.

b. Profiles for roads, streets, etc., shall show:

Existing and finished grade, with all vertical alignment geometric data shown.

All new and existing utility crossings.

c. All profiles shall be drawn on compatible scales: 1=500 horizontal corresponding to 1=50 vertical. The vertical scale may vary where profiles transverse very steep topography.

7. Details: Standard details for storm drainage, water, sanitary sewer, and miscellaneous site features shall be provided in compliance with the Department of Public Work's criteria, such as Installation Design Guides or, if none are available, the respective State highway and drainage standard details. Special details shall be prepared as required for special site features, such as fencing or benches. The Contracting Officer may request a detail to be provided on the design drawings.

C. EROSION AND SEDIMENTATION CONTROL, STORM WATER MANAGEMENT, AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT:

1. Erosion and Sedimentation Control Plans and Storm water Management Plans shall be prepared by the Designer of Record during design. Each shall be in accordance with the criteria of the governing agency at the project site. In the early stages of design, the Designer of Record shall contact the state, county, or local authorities for their particular requirements for each item. Erosion and sedimentation control and storm water management shall be incorporated in all projects where required. If not required, a waiver shall be obtained from the Government agency having jurisdiction.

2. The Designer of Record shall submit the erosion and sedimentation control and storm water management documentation to the Contracting Officer for review.

3. The Designer of Record shall make all submissions for review in a timely manner. Each submission shall be scheduled to allow the reviewing authority to make comments and request resubmission.

4. The Designer of Record shall include all erosion and sedimentation control notes, directions, details, etc., on the design drawings.

D. Permits for Water Supply and Sanitary Sewage

The Designer of Record shall contact the Contracting Officer to verify the correct procedure to follow to obtain construction permits. The Designer of Record shall prepare and submit all permit applications.

1.11.3.2 Landscape, Planting and Turfing

Final design drawing(s) shall include a complete schedule of plant materials indicating botanical and common names, plan symbols, quantities, sizes, condition furnished, and pertinent remarks. Drawings shall correspond with the site layout and grading plans, and shall include reference coordinates, north arrows, graphic scales and appropriate legends. An overall planting layout shall be developed including enlarged detail plans of specific areas as needed to clarify requirements. Final design drawings shall indicate proposed plants by a (+) mark for the plant location and a circle scaled to approximately 2/3 the ultimate growth spread (diameter) of plants. Final drawings shall also include the basic details for installation of tree, shrub, and ground cover planting, as well as any other applicable details for clarification of specific project requirements.

1.11.3.3 Geotechnical

A final geotechnical report and design analysis shall be provided. The report shall be complete including any information not provided in the previous design submittal.

1.11.3.4 Architectural

All architectural drawings shall be thoroughly checked and coordinated with the specifications and with other design disciplines. Drawings from the previous submission shall be completed with additional drawings included as necessary for a complete package. The plans shall be in compliance with the applicable codes and regulations. Comments generated from previous design review submittals shall be incorporated, and the consistency between plans and specification shall be verified. The evaluation of the Contractor's submittals shall be based on the degree to which the submittal meets the requirements set forth in this document and the specifications.

Completed working drawings shall include plans, elevations, sections, details, schedules, and all other drawings necessary to communicate the design intent, and to identify, quantify, and describe project materials and their assembly.

Complete fire protection plans and analysis shall be provided.

1.11.3.5 Interior Design

A Comprehensive Interior Design (CID) package shall be provided that presents the selection and sampling of all applied finishes, including materials, colors, textures and patterns utilized in the building's interior architectural features. The CID shall be based on interviews conducted by the Contractor with the customer(s) and user(s) as necessary to ascertain finish preferences.

Finish samples shall be presented in an organized fashion, with similar rooms or areas receiving like finishes grouped into one Color Scheme. Each Color Scheme shall have a written description of material, using the same material abbreviations and notes that appear on the Room Finish Schedule and Legend in the drawings. Samples shall indicate true pattern, color and texture. Photographs or colored photocopies of materials are not acceptable. Carpet samples shall be large enough to indicate a complete repeat pattern or design. If paint manufacturers' color names and numbers are used for reference, the paint finish (i.e. gloss, semi-gloss, flat, etc.) shall be indicated.

Signage samples showing material finish and colors shall be provided.

All signage emblems, striping, letters, numbers, and logos shall be indicated. The location and message for all signage shall be indicated on a separate sheet. The interior designer shall consider visual appearance, organization, location, structural supports (if required), and relation to other base graphics.

The Contractor is not required to procure or install the freestanding furniture and furnishings as part of the task order. However, the Contractor shall specify the freestanding furniture and furnishings to be provided in the CID, and shall ensure all spaces are configured to accommodate the furniture and furnishings specified. The Government will procure and install the specified items under separate contract.

All samples shall be firmly supported and anchored, with large or heavy samples secured with mechanical fasteners, velcro, or double sided foam tape. Rubber cement or glue shall not be used. The maximum page foldout width shall be 25 inches, with no foldouts on the top or bottom of the pages. Supplemental color boards may also be used for presentation purposes.

Three sets of the CID package shall be submitted in 8-1/2" x 11" format in binders. Each binder shall be identified on the spine and front cover by title, project number, percentage phase and submission date. The project title, location, architectural firm name, page number, and date shall be on the bottom of each page or module. The package shall be organized as follows:

- a. Title page
- b. Table of contents

c. Design objectives: A statement of design objectives explaining the interior design philosophy of the facility, including energy efficiency, safety, health, maintenance, image, and functional flexibility.

d. Interior floor plan

e. Interior sample finish boards: Scheme A, Scheme B, Scheme C, etc.

(Example: All restrooms as color scheme "A", all open office space as color scheme "B", all lobby areas as color scheme "C", etc.)

f. Room finish schedule

g. Signage

h. Signage plan

i. Prewired workstation composite floor plans

j. Prewired work station typical elevations and component inventory

k. Prewired work station panel identification plan with electrical outlet placement, including base feed

1.11.3.6 Structural Design

Completed checked calculations shall be furnished for all structural members. Changes required by comments on the previous design submittal shall be incorporated.

Structural drawings shall be coordinated with all other design disciplines.

The final structural drawings shall contain the following information in the general notes:

- a. The allowable soil bearing value.
- b. The design stresses of structural materials used.
- c. The design live loads used in the design of various portions of the structures.
- d. The design wind speed.
- e. The seismic site classification " S_{ss} ", " S_1 ", and "R" values used in design.

The final structural drawings shall include all plans, sections, details, and notes to clearly describe the work.

1.11.3.7 Plumbing Design

Final plumbing system drawings and analysis shall be provided.

1.11.3.8 Fire Protection System

Final fire suppression system design shall be provided, including a file of the input data used in the computer program to design the fire suppression system.

1.11.3.9 Heating, Ventilating and Air Conditioning (HVAC)

Final design analysis of HVAC systems shall be provided, including final load calculations and psychrometric analysis.

Final temperature control design drawings shall be provided.

Final HVAC system drawings shall be provided, including sections of the mechanical room and other congested areas where equipment, ductwork, piping, etc. is to be located. Separate drawings shall be provided for HVAC and plumbing piping.

Final equipment sizing and selections shall be provided for major items.

1.11.3.10 Interior Electrical System

A coordination study with appropriate curves shall be provided to show that all protective devices have been fully coordinated. Completed short circuit calculations for the entire electrical system shall be provided. All equipment shall be identified by manufacturer's name and catalog number.

Complete voltage drop and lighting calculations shall be provided. The voltage drop calculations shall use the same single line diagram as the short circuit calculations, and shall show drops at the same locations as short circuit currents are shown. Lighting calculations using the zonal cavity method shall be provided for all rooms and spaces requiring illumination.

The design narrative shall be an updated version of the 60% submittal to reflect the final design. Calculations shall be included with the narrative. The calculations and coordination study shall have the seal of the registered engineer who performed them affixed to the cover sheet.

All details shall be completed. Congested areas shall be shown by enlarged drawings.

The drawings shall be thoroughly checked against the other disciplines to ensure that the proper electrical connections are provided for equipment and there are no conflicts between the location of electrical equipment and equipment by other disciplines.

1.11.3.11 Exterior Electrical Distribution System

A coordination study with appropriate curves shall be provided to show that ALL protective devices have been fully coordinated. Completed short circuit calculations for the entire electrical system shall be provided. All equipment shall be identified by manufacturer's name and catalog number.

Complete voltage drop and lighting calculations shall be provided. The voltage drop calculations shall use the same single line diagram as the short circuit calculations, and shall show drops at the same locations as short circuit currents are shown. Lighting calculations using the point-to-point method shall be provided for all exterior locations requiring illumination.

The design narrative shall be an updated version of the 60% submittal to reflect the final design. Calculations shall be included with the narrative. The calculations and coordination study shall have the seal of the registered engineer who performed them affixed to the cover sheet.

The drawings shall be a completed version of the 60% design drawings with all comments and other changes incorporated.

All details shall be completed. Congested areas shall be shown by enlarged drawings.

The drawings shall be thoroughly checked to ensure that the proper electrical connections are provided for equipment and there are no conflicts between the location of electrical equipment and equipment of other disciplines.

1.11.3.12 Electronic Systems

The design narrative and drawings shall be updates of the 60% submittal to reflect the final design. Complete calculations shall be included with the narrative. All electronic systems shall be fully detailed and coordinated. All equipment shall be identified by manufacturer's name and catalog number.

THE DRAWINGS SHALL BE THOROUGHLY CHECKED AGAINST THE OTHER DISCIPLINES TO ENSURE THAT ALL EQUIPMENT IS PROVIDED WITH THE PROPER CONNECTIONS AND THERE ARE NO CONFLICTS WITH OTHER ELEMENTS.

1.11.4 Design Complete Submittal

After the Final Design Review, the Contractor shall revise the Contract Documents by incorporating any comments generated during the Final Design Review and shall prepare final hard copy Contract Specifications per individual task order. The Contractor shall submit the following documents for the design complete submittal:

Design analysis, in final complete form

Design complete drawings

Final specifications

Annotated 100% review comments

CADD files of all drawings (5 copies)

Cals Files of design complete drawings

Five (5) complete sets of the final Comprehensive Interior Design (CID) package

The Contractor shall submit the Design Complete Submittal not later than 14 calendar days after the Government returns the annotated Final Design Review Submittal.

2. CONTRACTOR'S ROLE DURING DESIGN

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of the task order. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the task order), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities, as appropriate, if subcontracts have been awarded.

3. VALUE ENGINEERING AFTER AWARD

3.1 In reference to Contract Clause 52.248-3, "VALUE ENGINEERING – CONSTRUCTION", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those performance oriented aspects of the Solicitation documents which were addressed in the Contractor's accepted task order proposal and which were evaluated in competition with other offerors for award of the task order.

3.2 The Government may consider a VECP for those prescriptive aspects of the Solicitation documents, not addressed in the Contractor's accepted task order proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

3.3 For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other task order requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted task order offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the task order requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

3.4 In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements, wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the task order requirements.

4. RESPONSE TO A REQUEST FOR A CHANGE

4.1 When the Government is trying to decide whether to make a change to the task order, it needs cost and schedule information from the Contractor to help make the decision.

4.2 When requested by the ACO, the Contractor shall provide the Government a rough order of magnitude (ROM) change cost estimate, including design and construction. Before any design work is undertaken, the ACO and the Contractor shall agree on the level of required preliminary design needed to prepare a ROM cost estimate, shall negotiate a price to perform the design and to prepare the ROM estimate and shall agree on a schedule for delivery of the ROM estimate. No design or construction work on a change shall begin until the ACO provides the Contractor a written notice to proceed, in accordance with the Changes clause of the contract.

4.3 The Contractor shall not revise the actual design drawings and specifications until Government agrees to the change and the task order is modified to reflect the change or until the Government directs the Contractor to proceed with the change.

5. DEVIATING FROM THE ACCEPTED DESIGN

5.1 The Contractor must obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the Government reviewed and concurred design.

5.2 The Government reserves the right to non-concur with any proposed revision to the design, which may impact furniture, furnishings or equipment selections that were made, based on the reviewed and concurred design.

5.3 Any proposed revision to the design, which deviates from the task order requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

5.4 Unless the Government initiates a change to the task order requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated, proposed change to the task order requirements, which results in additional cost, shall strictly be at the Contractor's expense.

5.5 The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures.

SAFETY & OCCUPATIONAL

SECTION 01525

SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z359.1(1999) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components

ASME INTERNATIONAL (ASME)

ASME B30.3(1996) Construction Tower Cranes

ASME B30.5(2000) Mobile and Locomotive Cranes

ASME B30.8(2000) Floating Cranes and Floating Derricks

ASME B30.22(2000) Articulating Boom Cranes

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910 Occupational Safety and Health Standards for General Industry

29 CFR 1910.94 Ventilation

29 CFR 1910.120 Hazardous Waste Operations and Emergency Response

29 CFR 1910.146 Permit-required Confined Spaces

29 CFR 1915 Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment

29 CFR 1919 Gear Certification

29 CFR 1926 Safety and Health Regulations for Construction

29 CFR 1926.65 Hazardous Waste Operations and Emergency Response

29 CFR 1926.450 Scaffolds

29 CFR 1926.500 Fall Protection

U. S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1(2003) Safety and Health Requirements Manual

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10(1998) Portable Fire Extinguishers

NFPA 51B(2003) Fire Prevention During Welding, Cutting, and Other Hot Work

NFPA 70(2002) National Electrical Code

NFPA 241(2000) Safeguarding Construction, Alteration, and Demolition Operations

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G

Activity Hazard Analysis (AHA); G

Crane Critical Lift Plan; G

Crane Work Plan; G

Proof of qualification for Crane Operators; G

SD-06 Test Reports

Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports

Monthly Exposure Reports

Regulatory Citations and Violations

Crane Reports

SD-07 Certificates

Confined Space Entry Permit

Certificate of Compliance (Crane)

Submit one copy of each permit attached to each Daily Quality Control Report.

1.3 DEFINITIONS

- a. **Competent Person for Fall Protection.** A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.
- b. **High Visibility Accident.** Any mishap which may generate publicity and/or high visibility.
- c. **Low-slope roof.** A roof having a slope less than or equal to 4 in 12 (vertical to horizontal).
- d. **Medical Treatment.** Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even though provided by a physician or registered personnel.
- e. **Multi-Employer Work Site (MEWS).** A multi-employer work site, as defined by OSHA, is one in which many employers occupy the same site. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors.
- f. **Operating Envelope.** The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).
- g. **Qualified Person for Fall Protection.** A person with a recognized degree or professional certificate, extensive knowledge, training and experience in the field of fall protection who is capable of performing design, analysis, and evaluation of fall protection systems and equipment.
- h. **Recordable Injuries or Illnesses.** Any work-related injury or illness that results in:
- (1) Death, regardless of the time between the injury and death, or the length of the illness;
 - (2) Days away from work;
 - (3) Restricted work;
 - (4) Transfer to another job;
 - (5) Medical treatment beyond first aid;
 - (6) Loss of consciousness; or
 - (7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.
- i. **Site Safety and Health Officer (SSHO).** The superintendent or other qualified or competent person who is responsible for the on-site safety and health required for the project. The Contractor quality control (QC) person can be the SSHO on this project.
- j. **Steep roof.** A roof having a slope greater than 4 in 12 (vertical to horizontal).
- k. **"USACE" property and equipment** specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.
- l. **Weight Handling Equipment (WHE) Accident.** A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing

failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).

1.4 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, work performed shall comply with USACE EM 385-1-1, and the following federal, state, and local, laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

1.5 DRUG PREVENTION PROGRAM

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employee uses illegal drugs or consumes alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours. After accidents, collect blood, urine, or saliva specimens and test the injured and involved employees for the influence of drugs and alcohol. A copy of the test shall be made available to the Contracting Officer upon request.

1.6 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.6.1 Personnel Qualifications

1.6.1.1 Site Safety and Health Officer (SSHO)

Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The SSHO shall meet the following requirements:

A minimum of 5 years safety work on similar projects.

30-hour OSHA construction safety class or equivalent within the last 5 years.

An average of at least 24 hours of formal safety training each year for the past 5 years.

1.6.1.4 Competent Person for Confined Space Entry

Provide a competent person meeting the requirements of EM 385-1-1 who is assigned in writing by the Designated Authority to assess confined spaces and who possesses demonstrated knowledge, skill and ability to:

- a. Identify the structure, location, and designation of confined and permit-required confined spaces where work is done;
- b. Calibrate and use testing equipment including but not limited to, oxygen indicators, combustible gas indicators, carbon monoxide indicators, and carbon dioxide indicators, and to interpret accurately the test results of that equipment;
- c. Perform all required tests and inspections specified in 29 CFR 1910.146 and 29 CFR 1915 Subpart B;
- d. Assess hazardous conditions including atmospheric hazards in confined space and adjacent spaces and specify the necessary protection and precautions to be taken;
- e. Determine ventilation requirements for confined space entries and operations;
- f. Assess hazards associated with hot work in confined and adjacent space and determine fire watch requirements; and,

- g. Maintain records required.

Since this work involves marine operations that handle combustible or hazardous materials, this qualified person shall be a NFPA certified marine chemist.

1.6.1.5 Competent Person for the Health Hazard Control and Respiratory Protection Program

Provide a competent person meeting the requirements of EM 385-1-1 who is:

- a. Capable by education, specialized training and/or experience of anticipating, recognizing, and evaluating employee exposure to hazardous chemical, physical and biological agents in accordance with USACE EM 385-1-1, Section 6.
- b. Capable of specifying necessary controls and protective actions to ensure worker health.

1.6.1.6 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Section 16 and Appendix G. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 50,000 pounds or greater, crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a government agency, or and organization that tests and qualifies crane operators). Proof of current qualification shall be provided.

1.6.2 Personnel Duties

1.6.2.1 Site Safety and Health Officer (SSHO)/Superintendent

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.
- b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.
- c. Maintain applicable safety reference material on the job site.
- d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.
- e. Implement and enforce accepted APPS and AHAs.
- f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.
- g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

1.6.3 Meetings

1.6.3.1 Preconstruction Conference

- a. The Contractor will be informed, in writing, of the date of the preconstruction conference. The purpose of the preconstruction conference is for the Contractor and the Contracting Officer's representatives to become acquainted

and explain the functions and operating procedures of their respective organizations and to reach mutual understanding relative to the administration of the overall project's Accident Prevention Plan (APP) before the initiation of work.

b. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

c. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.

d. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

e. The functions of a Preconstruction conference may take place at the Post-Award Kickoff meeting for Design Build Contracts.

1.6.3.2 Weekly Safety Meetings

Conduct weekly safety meetings at the project site for all employees. The Contracting Officer will be informed of the meeting in advance and be allowed attendance. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily quality control report.

1.6.3.3 Work Phase Meetings

The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection. The analysis should be used during daily inspections to ensure the implementation and effectiveness of safety and health controls.

1.7 TRAINING

1.7.1 New Employee Indoctrination

New employees (prime and sub-contractor) will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

1.7.2 Periodic Training

Provide Safety and Health Training in accordance with USACE EM 385-1-1 and the accepted APP. Ensure all required training has been accomplished for all onsite employees.

1.7.3 Training on Activity Hazard Analysis (AHA)

Prior to beginning a new phase, training will be provided to all affected employees to include a review of the AHA to be implemented.

1.8 ACCIDENT PREVENTION PLAN (APP)

The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Preparation of Accident Prevention Plan". Where a paragraph or subparagraph element is not applicable to the work to be performed indicate "Not Applicable" next to the heading. Specific requirements for some of the APP elements are described below at paragraph 1.8.1. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. The Contracting Officer reviews and comments on the Contractor's submitted APP and accepts it when it meets the requirements of the contract provisions.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Should any unforeseen hazard become evident during the performance of work, the project superintendent shall inform the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, all necessary action shall be taken by the Contractor to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment.

Copies of the accepted plan will be maintained at the Contracting Officer's office and at the job site. The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

1.8.1 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required:

- a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used. The duties of each position shall be specified.
- b. Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.
- c. Confined Space Entry Plan. Develop a confined space entry plan in accordance with USACE EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other federal, state and local regulatory requirements identified in this contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders.

(If there is no confined space work, include a statement that no confined space work exists and none will be created.)

d. Health Hazard Control Program. The Contractor shall designate a competent and qualified person to establish and oversee a Health Hazard Control Program in accordance with USACE EM 385-1-1, Section 6. The program shall ensure that employees, on-site Government representatives, and others, are not adversely exposed to chemical, physical and biological agents and that necessary controls and protective actions are instituted to ensure health.

e. Crane Critical Lift Plan. Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall be submitted 15 calendar days prior to on-site work and include the requirements of USACE EM 385-1-1, paragraph 16.c.18. and the following:

- (1) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).
- (2) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim. The amount of list and trim shall be within the crane manufacturer's requirements.

f. Alcohol and Drug Abuse Plan

(1) Describe plan for random checks and testing with pre-employment screening in accordance with the DFAR Clause subpart 252.223-7004, "Drug Free Work Force."

(2) Description of the on-site prevention program

g. Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place and during different phases of construction. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised [every six months] for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan shall be included in the Accident Prevention Plan (APP).

h. Training Records and Requirements. List of mandatory training and certifications which are applicable to this project (e.g. explosive actuated tools, confined space entry, fall protection, crane operation, vehicle operator, forklift operators, personal protective equipment); list of requirements for periodic retraining/certification; outline requirements for supervisory and employee safety meetings.

i. Crane Work Plan. The contractor shall provide a crane work plan to the Contracting Officer for acceptance. The crane work plan shall include the specific model of each crane and a drawing identifying their locations (exact), the dimensions, wheel sizes, number of wheels, wheel spacing, tire pressure(s), number of axles, axle spacing, minimum wheel load to be exerted during operations and maximum outrigger load to be exerted during operations. The Contractor shall allow at least 10 working days for acceptance/non-acceptance of the crane work plan. No crane operations shall begin prior to written acceptance of the crane work plan by the Government.

1.9 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHA as amendments to the APP. An AHA will be developed by the Contractor for every operation involving a type of work presenting hazards

not experienced in previous project operations or where a new work crew or subcontractor is to perform work. The analysis must identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each phase of work. At a minimum, define activity being performed, sequence of work, specific safety and health hazards anticipated, control measures (to include personal protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used, inspection requirements, training requirements for all involved, and the competent person in charge of that phase of work. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall protection methods used. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include requirements for safeguarding excavations. An activity requiring an AHA shall not proceed until the AHA has been accepted by the Contracting Officer's representative and a meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activity, including on-site Government representatives. The Contractor shall document meeting attendance at the preparatory, initial, and follow-up phases of quality control inspection. The AHA shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

Activity hazard analyses shall be updated as necessary to provide an effective response to changing work conditions and activities. The on-site superintendent, site safety and health officer and competent persons used to develop the AHAs, including updates, shall sign and date the AHAs before they are implemented.

The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.

1.10 DISPLAY OF SAFETY INFORMATION

Within 1 calendar day after commencement of work, erect a safety bulletin board at the job site. The following information shall be displayed on the safety bulletin board in clear view of the on-site construction personnel, maintained current, and protected against the elements and unauthorized removal:

- a. Map denoting the route to the nearest emergency care facility.
- b. Emergency phone numbers.
- c. Copy of the most up-to-date APP.
- d. Current AHA(s).
- e. OSHA 300A Form.
- f. OSHA Safety and Health Protection-On-The-Job Poster.
- g. Confined space entry permit.
- h. A sign indicating the number of hours worked since last lost workday accident.
- i. Safety and Health Warning Posters.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References."
Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

1.13 REPORTS

1.13.1 Accident Reports

a. For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within 1 calendar day of the accident. The Contracting Officer will provide copies of any required or special forms.

b. For any weight handling equipment accident (including rigging gear accidents) the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. The Contracting Officer will provide a blank copy of the accident report form.

1.13.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

1.13.3 Monthly Exposure Reports

Monthly exposure reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

1.13.4 Regulatory Citations and Violations

Contact the Contracting Officer immediately of any OSHA or other regulatory agency inspection or visit, and provide the Contracting Officer with a copy of each citation, report, and contractor response. Correct violations and citations promptly and provide written corrective actions to the Contracting Officer.

1.13.5 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix H and as specified herein with Daily Reports of Inspections.

1.13.6 Certificate of Compliance

The Contractor shall provide a Certificate of Compliance for each crane entering an activity under this contract (see Contracting Officer for a blank certificate). Certificate shall state that the crane and rigging gear meet applicable

OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and USACE EM 385-1-1 section 16 and Appendix H. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used. The Contractor shall also certify that all of its crane operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti-two block devices). These certifications shall be posted on the crane.

1.14 HOT WORK

Prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices, a written permit shall be requested from the Contracting Officer. **CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED.** The Contractor will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site for a minimum of 30 minutes after completion of the task or as specified on the hot work permit.

- a. Oil painting materials (paint, brushes, empty paint cans, etc.), and all flammable liquids shall be removed from the facility at quitting time. All painting materials and flammable liquids shall be stored outside in a suitable metal locker or box and will require re-submittal with non-hazardous materials.
- b. Accumulation of trays, paper, shavings, sawdust, boxes and other packing materials shall be removed from the facility at the close of each workday and such material disposed of in the proper containers located away from the facility.
- c. The storage of combustible supplies shall be a safe distance from structures.
- d. Area outside the facility undergoing work shall be cleaned of trash, paper, or other discarded combustibles at the close of each workday.
- e. All portable electric devices (saws, sanders, compressors, extension chord, lights, etc.) shall be disconnected at the close of each workday. When possible, the main electric switch in the facility shall be deactivated.
- f. When starting work in the facility, Contractors shall require their personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency Fire Department phone number. **ANY FIRE, NO MATTER HOW SMALL, SHALL BE REPORTED IMMEDIATELY.**

PART 2 PRODUCTS

2.1 CONFINED SPACE SIGNAGE

The Contractor shall provide permanent signs integral to or securely attached to access covers for new permit-required confined spaces. Signs wording: "DANGER--PERMIT-REQUIRED CONFINED SPACE - DO NOT ENTER -" in bold letters a minimum of 25 mm (one inch) in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 1.52 m (5 feet).

2.2 FALL PROTECTION ANCHORAGE

Fall protection anchorage, conforming to ANSI Z359.1, installed under the supervision of a qualified person in fall protection, shall be left in place for continued customer use and so identified by signage stating the capacity of the anchorage (strength and number of persons who may be tied-off to it at any one time).

PART 3 EXECUTION

3.1 CONSTRUCTION AND/OR OTHER WORK

The Contractor shall comply with USACE EM 385-1-1, NFPA 241, the APP, the AHA, Federal and/or State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard shall prevail.

3.1.1 Hazardous Material Use

Each hazardous material must receive approval prior to being brought onto the job site or prior to any other use in connection with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material. Any work or storage involving hazardous chemicals or materials must be done in a manner that will not expose Government or Contractor employees to any unsafe or unhealthful conditions. Adequate protective measures must be taken to prevent Government or Contractor employees from being exposed to any hazardous condition that could result from the work or storage. The Prime Contractor shall keep a complete inventory of hazardous materials brought onto the work-site. Approval by the Contracting Officer of protective measures and storage area is required prior to the start of the work.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

3.1.3 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.2 PRE-OUTAGE COORDINATION MEETING

Contractors are required to apply for utility outages at least 15 days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Special requirements for electrical outage requests are contained elsewhere in this specification section. Once approved, and prior to beginning work on the utility system requiring shut down, the Contractor shall attend a pre-outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

3.3 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and escape procedures.

3.3.1 Training

The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. A competent person for fall protection shall provide the training. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

3.3.2 Fall Protection Equipment

The Contractor shall enforce use of the fall protection equipment designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is on a surface 1.8 m(6 feet) or more above lower levels. Fall protection systems such as guardrails, personnel fall arrest system, safety nets, etc., are required when working within 1.8m (6 feet) of any leading edge. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.I. and 05.J. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with 29 CFR 1926.500, Subpart M and USACE EM 385-1-1.

3.3.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m (6 feet). The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

3.3.3 Fall Protection for Roofing Work

Fall protection controls shall be implemented based on the type of roof being constructed and work being performed. The roof area to be accessed shall be evaluated for its structural integrity including weight-bearing capabilities for the projected loading.

a. Low Sloped Roofs:

- (1) For work within 1.8 m (6 feet) of an edge, on low-slope roofs, personnel shall be protected from falling by use of personal fall arrest systems, guardrails, or safety nets.
- (2) For work greater than 1.8 m (6 feet) from an edge, warning lines shall be erected and installed in accordance with 29 CFR 1926.500 and USACE EM 385-1-1.

b. Steep Roofs: Work on steep roofs requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also includes residential or housing type construction.

3.3.4 Safety Nets

If safety nets are used as the selected fall protection system on the project, they shall be provided at unguarded work places, leading edge work or when working over water, machinery, dangerous operations or other surfaces where the use of ladders, scaffolds, catch platforms, temporary floors, fall arrest systems or restraint/positioning systems are impractical. Safety nets shall be tested immediately after installation with a drop test of 181.4 kg (400 pounds) dropped from the same elevation a person might fall, and every six months thereafter.

3.3.5 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be certified (or re-certified) by a qualified person for fall protection in accordance with ANSI Z359.1. Existing horizontal lifeline anchorages shall be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

3.3.6 Horizontal Lifelines

Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500).

3.3.7 Guardrail Systems

Guardrails shall consist of top and mid-rails, post and toe boards. The top edge height of standard railing must be 42 inches plus or minus 3 inches above the walking/working level. When mid-rails are used, they must be installed at a height midway between the top edge of the guardrail system and the walking/working level. Posts shall be placed no more than 8 feet apart (29 CFR 1926.500 and USACE EM 385-1-1).

3.3.8 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.4 REQUIREMENTS

All personnel who enter the site shall wear mandatory personal protective equipment (PPE). All personnel shall also comply with PPE postings of shops both inside and outside the site. PPE shall be governed in all other areas by the nature of the work the employee is performing. They will also use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks. Mandatory PPE includes:

- a. Hard Hat
- b. Safety Glasses
- c. Safety Toed Shoes

3.5 SCAFFOLDING

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Access to scaffold platforms greater than 6 m (20 feet) in height shall be accessed by use of a scaffold stair system. Vertical ladders commonly provided by scaffold system manufacturers shall not be used for accessing scaffold platforms greater than 6 m (20 feet) in height. The use of an adequate gate is required. Contractor shall ensure that employees are qualified to perform scaffold erection and dismantling. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material is

prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Work platforms shall be placed on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet. Delineate fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

3.5.1 Stilts

The use of stilts for gaining additional height in construction, renovation, repair or maintenance work is prohibited.

3.6 EQUIPMENT

3.6.1 Material Handling Equipment

- a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
- b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.
- c. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

3.6.2 Weight Handling Equipment

- a. Cranes must be equipped with:

- (1) Load indicating devices (LIDs) and a boom angle or radius indicator,
 - (2) or load moment indicating devices (LMIs).
 - (3) Anti-two block prevention devices.
 - (4) Boom hoist hydraulic relief valve, disconnect, or shutoff (stops hoist when boom reaches a predetermined high angle).
 - (5) Boom length indicator (for telescoping booms).
 - (6) Device to prevent uncontrolled lowering of a telescoping hydraulic boom.
 - (7) Device to prevent uncontrolled retraction of a telescoping hydraulic boom.]
 - (8) Wind indicating device.
 - (9) Drum rotation indicator.
 - (10) Barge mounted mobile cranes shall be equipped with a load indicating device, a wind indicating device and a marine type list and trim indicator readable in one-half degree increments.
- b. The Contractor shall notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.
 - c. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a

designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the manufacturer's recommended procedures.

d. The Contractor shall comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.

e. The presence of Government personnel does not relieve the Contractor of an obligation to comply with all applicable safety regulations. The Government will investigate all complaints of unsafe or unhealthful working conditions received in writing from contractor employees, federal civilian employees, or military personnel.

f. Each load shall be rigged/attached independently to the hook/master-link in such a fashion that the load cannot slide or otherwise become detached. Christmas-tree lifting (multiple rigged materials) is not allowed.

g. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.

h. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.

i. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.

j. A fire extinguisher having a minimum rating of 10BC and a minimum nominal capacity of 5lb of extinguishing agent shall be available at all operator stations or crane cabs. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.

k. All employees shall be kept clear of loads about to be lifted and of suspended loads.

l. A weight handling equipment operator shall not leave his position at the controls while a load is suspended.

m. The Contractor shall use cribbing when performing lifts on outriggers.

n. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.

o. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.

p. A substantial and durable rating chart containing legible letters and figures shall be provided with each crane and securely mounted onto the crane cab in a location allowing easy reading by the operator while seated in the control station.

q. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.

r. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

s. The Contractor shall certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

3.6.3 Equipment and Mechanized Equipment

- a. Equipment shall be operated by designated qualified operators. Proof of qualifications shall be kept on the project site for review.
- b. Manufacture specifications or owner's manual for the equipment shall be on-site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE EM 385-1-1. Such additional safety precautions or requirements shall be incorporated into the AHAs.
- c. Equipment and mechanized equipment shall be inspected in accordance with manufacturer's recommendations for safe operation by a competent person prior to being placed into use.
- d. Daily checks or tests shall be conducted and documented on equipment and mechanized equipment by designated competent persons.

3.7 EXCAVATIONS

The competent person for excavations performed as a result of contract work shall be on-site when excavation work is being performed, and shall inspect, and document the excavations daily prior to entry by workers. The competent person must evaluate all hazards, including atmospheric, that may be associated with the work, and shall have the resources necessary to correct hazards promptly. The competent person shall perform soil classification in accordance with 29 CFR 1926.

3.7.1 Utility Locations

Prior to digging, the appropriate digging permit must be obtained. All underground utilities in the work area must be positively identified by a private utility locating service in addition to any station locating service and coordinated with the station utility department. Any markings made during the utility investigation must be maintained throughout the contract.

3.7.2 Utility Location Verification

The Contractor must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. Digging within 0.061 m (2 feet) of a known utility must not be performed by means of mechanical equipment; hand digging shall be used. If construction is parallel to an existing utility the utility shall be exposed by hand digging every 30.5 m (100 feet) if parallel within 1.5 m (5 feet) of the excavation.

3.7.3 Utilities with Concrete Slabs

Utilities located within concrete slabs or pier decks, bridges, and the like are extremely difficult to identify. The location must be coordinated with station utility departments in addition to a private locating service. Outages on system utilities shall be used in circumstances where concrete chipping, saw cutting, or core drilling is required and utilities are unable to be completely identified.

3.7.4 Shoring Systems

Trench and shoring systems must be identified in the accepted safety plan and AHA. Manufacture tabulated data and specifications or registered engineer tabulated data for shoring or benching systems shall be readily available on-site for review. Job-made shoring or shielding shall have the registered professional engineer stamp, specifications, and tabulated data. Extreme care must be used when excavating near direct burial electric underground cables.

3.7.5 Trenching Machinery

Trenching machines with digging chain drives shall be operated only when the spotters/laborers are in plain view of the operator. Operator and spotters/laborers shall be provided training on the hazards of the digging chain drives with emphasis on the distance that needs to be maintained when the digging chain is operating. Documentation of the training shall be kept on file at the project site.

3.8 ELECTRICAL

3.8.1 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

3.8.2 Portable Extension Cords

Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70.

3.9 WORK IN CONFINED SPACES

The Contractor shall comply with the requirements in Section 06.I of USACE EM 385-1-1 and OSHA 29 CFR 1910.146. Any potential for a hazard in the confined space requires a permit system to be used.

- a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.05 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.
- b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.
- c. Ensure the use of rescue and retrieval devices in confined spaces greater than 1.5 m (5 feet) in depth. Conform to Sections 06.I.09, 06.I.10 and 06.I.11 of USACE EM 385-1-1.
- d. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.
- e. Include training information for employees who will be involved as entrants and attendants for the work. Conform to Section 06.I.06 of USACE EM 385-1-1.
- f. Daily Entry Permit. Post the permit in a conspicuous place close to the confined space entrance.

3.10 CRYSTALLINE SILICA

Grinding, abrasive blasting, and foundry operations of construction materials containing crystalline silica, shall comply with OSHA regulations, such as 29 CFR 1910.94, and USACE EM 385-1-1, Appendix C. The Contractor shall develop and implement effective exposure control and elimination procedures to include dust control systems, engineering controls, and establishment of work area boundaries, as well as medical surveillance, training, air monitoring, and personal protective equipment.

3.11 HOUSEKEEPING

3.11.1 Clean-Up

All debris in work areas shall be cleaned up daily or more frequently if necessary. Construction debris may be temporarily located in an approved location, however garbage accumulation must be removed each day.

3.11.2 Falling Object Protection

All areas must be barricaded to safeguard employees. When working overhead, Barricade the area below to prevent entry by unauthorized employees. Construction warning tape and signs shall be posted so they are clearly visible from all possible access points. When employees are working overhead all tools and equipment shall be secured so that they will not fall. When using guardrail as falling object protection, all openings shall be small enough to prevent passage of potential falling objects.

SUBMITTAL REGISTER

SUBMITTAL REGISTER
(ER 415-1-10)

CONTRACT NO.

TITLE AND LOCATION:

CONTRACTOR

SPECIFICATION SECTION

[illegible]

CONTRACTOR'S QUALITY CONTROL

CONTRACTOR'S QUALITY CONTROL REPORT (QCR) (ER 1180-1-6)		DATE:	REPORT No														
CONTRACT NUMBER AND NAME OF CONTRACTOR (W912P5-04-C-)		DESCRIPTION AND LOCATION OF THE WORK:															
<p>WEATHER CLASSIFICATION:</p> <p>CLASS A No Interruptions of any kind from weather conditions occurring this or previous shifts.</p> <p>CLASS B Weather occurred during this shift that caused a complete stoppage of all work.</p> <p>CLASS C Weather occurred during this shift that caused a partial stoppage of work.</p> <p>CLASS D Weather overhead excellent or suitable during shift. Work stopped due to results of previous adverse weather.</p> <p>CLASS E Weather overhead excellent or suitable during shift but work partially stopped due to previous adverse manner.</p> <p>OTHER Explain</p>		<p>CLASSIFICATION:</p> <p>CLASS</p> <p>TEMPERATURE:</p> <p>MAX - MIN</p> <p>PRECIPITATION:</p> <p>INCHES .</p>															
<p>CONTRACTOR/SUBCONTRACTORS AND AREA OF RESPONSIBILITY FOR WORK PERFORMED TODAY:(Attach list of items of equipment either idle or working as appropriate)</p> <table><tr><td>a._</td><td>±</td></tr><tr><td>b</td><td>±</td></tr><tr><td>c.</td><td>±</td></tr><tr><td>d._</td><td>±</td></tr><tr><td>e</td><td>±</td></tr><tr><td>f.</td><td>±</td></tr><tr><td>g.</td><td>±</td></tr></table> <p>1. WORK PERFORMED TODAY: (Indicate location and description of work performed refer to work by prime and/or subcontractors by letter in table above)</p> <p>2. TYPE AND RESULTS OF INSPECTION: (Indicate whether: P- Preparatory, I - Initial, or F - Follow-up and include satisfactory work completed or deficiencies with action to be taken.):</p>				a._	±	b	±	c.	±	d._	±	e	±	f.	±	g.	±
a._	±																
b	±																
c.	±																
d._	±																
e	±																
f.	±																
g.	±																

3. TESTS REQUIRED BY PLANS AND/OR SPECIFICATIONS PERFORMED AND RESULTS OF TESTS:

4. **VERBAL INSTRUCTIONS RECEIVED:** (List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken.)

5. **REMARKS:** (Cover any conflicts in plans, specifications or instructions: acceptability of incoming materials ; offsite surveillance activities; progress of work, delays, causes and extent thereof; days of no work with reasons for same. Note if a Preparatory or Initial Phase Meeting was held, and attach a copy of the checklist.)

5. a. **REQUESTS FOR INFORMATION:** (Note that there is an RFI attached to this daily report, assign a control number and attach a sheet to this report which fully describes the RFI , and recommends a solution if applicable.)

☐ RFI Attached ; Control Number =

5. b. **ENVIRONMENTAL QUALITY CONTROL**

Environmental Quality Control Requirements are in place and have been checked? ☐ Yes; ☐ Not Applicable

Have any endangered species been encountered? ☐ Yes; ☐ No

(If Yes, attach required reports in accordance with Section ENVIRONMENTAL PROTECTION!)

5. c. **VISITORS TO THE SITE** (List the name of all official visitors to the site and who they represent i.e. State DEP, OSHA)

6. **SAFETY:** (Include all infractions of the accident prevention plan; COE Safety and Health Requirements Manual, EM 385-1-1; or instructions from Government QA personnel. **Describe corrective actions taken.**)

Safety meeting held today? ☐ Yes, ☐ No (If Yes, state the subject and report number of personnel in attendance)

Safety meeting subject:

Number of Contractor personnel attending = _____ Number of subcontractor personnel attending = _____

Name of Reporting QC Inspector/s:

Signature & Date: _____

CONTRACTOR'S CERTIFICATION: I certify that the above report is complete and correct and that all material and equipment used, work performed and tests conducted during this reporting period were in compliance with the contract except as noted above.

Contractor's QC System Manager/ Authorized Representative

PREPARATORY PHASE CHECKLIST

Date Preparatory Meeting Held:

Contract No.: _____ Spec. Sect. & Para.:

Title: _____ Dwg. No.:

MAJOR DEFINABLE SEGMENT OF WORK:

A. PERSONNEL PRESENT:

<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
<u>1.</u>		
<u>2.</u>		
<u>3.</u>		
<u>4.</u>		

(List additional personnel on attached sheet)

B. HAS EACH SPEC. PARAGRAPH AND DRAWING AND SHOP DRAWING DETAIL BEEN STUDIED:
Yes ___ No

C. TRANSMITTALS INVOLVED: Yes ___ No

<u>NUMBER & ITEM</u>	<u>CODE</u>	<u>CONTRACTOR/GOVT. APPROVAL</u>
<u>1.</u>		
<u>2.</u>		
<u>3.</u>		
<u>4.</u>		
<u>5.</u>		
<u>6.</u>		

C-I. Have all items involved been approved? Yes ___ No

If No, list items:

D. ARE ALL MATERIALS ON HAND? Yes ___ No

D-I. Have all materials been checked for contract compliance against approved shop drawings? Yes ___ No

D-II. Items not on hand or not in accordance with transmittals:

- 1.
- 2.
- 3.
- 4.

E. TESTS REQUIRED IN ACCORDANCE WITH CONTRACT REQUIREMENTS:

TEST

PARAGRAPH

1.

2.

3.

F. ACCIDENT PREVENTION PREPLANNING - HAZARD CONTROL MEASURES:

F-I. Applicable Outlines (Attach completed copies):

1.

2.

3.

4.

F-II. Operational Equipment Checklists:

ATTACHED FOR:

1.

2.

3.

ON FILE FOR:

1.

2.

3.

G. HAVE PROCEDURES FOR ACCOMPLISHING WORK BEEN REVIEWED WITH APPROPRIATE PEOPLE? Yes ___ No

H. HAS ALL PRELIMINARY WORK BEEN ACCOMPLISHED IN ACCORDANCE WITH CONTRACT REQUIREMENTS AND IS THIS SEGMENT OF WORK READY TO START? Yes ___ No

H-I. Explain any problems:

Quality Control Representative

INITIAL PHASE CHECKLIST

Contract No. _____ Date:

Spec. Para:

Description and Location of Work Inspected:

REFERENCE CONTRACT DRAWINGS:

A. PERSONNEL PRESENT:

	<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1.			
2.			
3.			
4.			
5.			
6.			

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS. Yes ___ No

If not, explain:

C. PROCEDURES AND/OR WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE REQUIREMENT OF THE CONTRACT SPECIFICATIONS.

Yes ___ No

If not, explain:

D. WORKMANSHIP IS ACCEPTABLE. Yes ___ No

State areas where improvement is needed:

E. SAFETY VIOLATIONS AND CORRECTIVE ACTION TAKEN:

Quality Control Representative

DEFICIENCY MANAGEMENT RECORD

CONTRACT NO. _____ PROJECT _____ CONTRACTOR _____

[illegible]

Category:	Receipt Acknowledged:
-----------	-----------------------

1- Urgent; 2, Significant, 3 Requires Written Letter of Non-compliance

Signature QC Staff, Date

FINAL/PRE-FINAL INSPECTION CHECKLIST

1. Contract DACW-__-__-

2. Contractor:

3. Project:

4. Date of (Final) (Pre-Final) Inspection:

5. Names and Positions of all Participants:

_____, CQC System Manager

_____, Government's QA Representative

6. Topics Reviewed:

Yes No N/A Initials

- a. All submittals received and approved?
- b. All payroll received?
- c. All measured quantities have been correctly measured in the field?
- d. Are all parties in agreement with final measured quantities?
- e. Are all change orders finalized? If "no" the date set for final negotiations is _____.
- f. Is warranty received and correct?
- g. (Final) (Pre-Final) log received?
- h. As-built drawings received?
- i. Is work per plans and Specifications?
- j. Is performance rating complete?
- k. Is safety rating complete?
- l. Was project turned over to beneficial occupant (keys, utilities, manuals, acceptance)?
- m. Final Inspection date set for _____.

ACTIVITY _____ ANALYZED BY/DATE _____ REVIEWED BY/DATE _____

PRINCIPAL STEPS	POTENTIAL HAZARDS	RECOMMENDED CONTROLS	
EQUIPMENT TO BE USED		INSPECTION REQUIREMENTS	TRAINING REQUIREMENTS _____

DAVIS BACON WAGE RATES

Attachments

Exhibit A: Performance Self Assessment Questionnaire Format

Exhibit B: SUBCONTRACT CONSENT FORM

Exhibit C: REFERENCE IDENTIFICATION FORMS

Exhibit D: Wage Descisions

EXHIBIT A PERFORMANCE SELF ASSESSMENT QUESTIONNAIRE FORMAT

PERFORMANCE SELF ASSESSMENT QUESTIONNAIRE

Provide the following information requested in this format for each of the three- five projects/contracts being described. Provide frank, concise comments regarding YOUR PERFORMANCE on the contracts you identify. Use as much space as required.

A. Offeror Name (Company/Division):

B. Project/Contract Title:

C. Contract Specifics:

1. Description of Effort as _____ Prime or _____ Subcontractor
2. Contract Number _____
3. Original Contract \$ Value _____ Current/Final Contract \$ Value _____
4. If the two amounts for 3 above are different, provide a brief description of the reason:
5. Completion Date:
 1. Original Date: _____
 2. Current Schedule _____
 3. Estimate/Final Completion _____
 4. How many times Changed _____
 5. Primary cause for Change _____

D. Primary Government Points of Contact: (Please provide current information on all three individuals):

If information is for a Non-Government contract please provide at least two points of contact with titles and relationship to project. For example, A&E and Inspector or Owner,

Project Manager/Engineer: _____

Contracting Officer/Contract Administrator: _____

Contracting Officer Representative (COR)/Inspector: _____

E. Indicate and highlight portions considered most relevant to current acquisition. . For each of the applicable factors under the evaluation areas in Section 00120, illustrate how your experience on this project applies to that factor.

F. Address any technical (or other) area about this program considered unique.

G. Applicable to all offerors - Describe your compliance with Small Business Concerns requirements.

H. Specify by name any key individual(s) and major subcontractors utilized who participated in this contract and are proposed to support the instant acquisition. Include information on and their relationship, if any, to the execution of project should a contract be awarded to your firm. Also, indicate their contractual roles for both acquisitions.

I. Other Past Performance Considerations (OPTIONAL): Information relevant to the contract being discussed: Effectiveness of value engineering (VEC) proposals (Provide a brief description; impact on cost, schedule, efficiency or quality; contract number; name and phone number of customer benefiting from the VEC). Professional/Industry awards (Identify award type, date of award and copy of certificate if applicable). Letters of appreciation, recognition or commendations. Unique skills and accomplishments (Explain unique skills and/or accomplishments and provide supporting information for verification).

End of Questionnaire Requirements

EXHIBIT B SUBCONTRACT CONSENT FORM

SUBCONTRACTOR/TEAMING PARTNER CONSENT FORM FOR THE RELEASE OF PAST AND PRESENT PERFORMANCE INFORMATION TO THE PRIME CONTRACTOR

Past performance information concerning subcontractors and teaming partners cannot be disclosed to a private party without the subcontractor's or teaming partner's consent. Because a prime contractor is a private party, the Government will need that consent before disclosing subcontractor/teaming partner past and present performance information to the prime during exchanges. In an effort to assist the Government in assessing your past performance relevancy and confidence, we request that the following consent form be completed by the major subcontractors/teaming partners identified in your proposal. The completed consent forms should be submitted in your proposal as part of your Past Performance information.

SAMPLE

Date

Mr. Lannie L. Summers
Contracting Officer

We are currently participating as a (subcontractor/teaming partner) with (prime contractor or name of entity providing proposal) in responding to the Nashville District U.S. Army Corps of Engineers Request for Proposal W912P5-04-R-0004 for the construction multiple award task order contract (MATOC).

We understand that the Government is placing increased emphasis on past performance in order to obtain best value in source selections. In order to facilitate the performance confidence assessment process we are signing this consent form to allow you to discuss our past and present performance information with the prime contractor during the source selection process.

(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

EXHIBIT C REFERENCE IDENTIFICATION FORMS

SUBMITTED IN RESPONSE TO

W912P5-04-R-0004

Construction Multiple Award Task Order Contract (MATOC)

Nashville District, U.S. Army Corps of Engineers

Instructions to offerors: Complete, (type or print) information below on a separate form for each contract discussed on the Past Performance Self Assessment Questionnaire as well as the additional contracts list required by the solicitation. This form may also be used to provide reference contact information on Subcontractors when required. In obtaining references the Government may use this form to identify you or your proposed subcontractor to your listed references. For commercial references include personnel with duties similar to those requested for Government contracts. **NOTE:** Points of contact and telephone numbers for construction awards, customer letters of commendation, etc., should be included in your proposal with the item provided.

ABOUT YOU THE OFFEROR AND OR PROPOSED SUBCONTRACTOR

(If reference is for a Subcontractor be sure to include offeror's name and Prime Contractor information if different than Offeror.)

OFFEROR NAME:

SUBCONTRACTOR NAME: (if applicable)

ADDRESS/DIVISION:

POC NAME:

PHONE/FAX/EMAIL

REFERENCE FOR: () Same as above () Other: Explain:

ABOUT THE REFERENCE YOU ARE PROVIDING

PROJECT TITLE**

Contract number

Date of award and date of completion

Location

Dollar amount

Brief Description of work and your role in the referenced contract.:

Contracting Officer (Name, Title, Telephone, FACSIMILE AND EMAIL)

Technical Manager (Name, Title, Telephone, FACSIMILE AND EMAIL)

**If Subcontractor Reference and name of Prime contractor for this project is different than offeror on this solicitation include the following:

Prime Contractor, POC, (Name, Title, Telephone, FACSIMILE AND EMAIL)

EXHIBIT D: Wage Descisions

Attached wage rates will be used of the prototypical project only, follow-on task orders will include current wage decisions at time of RFP.

General Decision Number: KY030001 03/19/2004

General Decision Number: KY030001 03/19/2004

Superseded General Decision Number: KY020001

State: Kentucky

Construction Types: Building

Counties: Ballard, Caldwell, Calloway, Carlisle, Crittenden,
Fulton, Graves, Hickman, Hopkins, Livingston, Lyon, Marshall,
McCracken, McLean, Muhlenberg, Todd, Trigg, Union and Webster
Counties in Kentucky.

BUILDING CONSTRUCTION PROJECTS (Does not include single family
homes and apartments up to and including 4 stories)

Modification Number Publication Date

0	06/13/2003
1	10/31/2003
2	12/12/2003
3	03/05/2004
4	03/19/2004

* BOIL0040-001 01/01/2004

	Rates	Fringes
Boilermaker.....	\$ 29.40	14.42

BRIN0004-009 04/01/2002

BALLARD, CALDWELL, CARLISLE, CRITTENDEN, FULTON, GRAVES,
HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN,
MCLEAN, MUHLENBERG, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Bricklayer.....	\$ 24.15	6.55

BRTN0004-003 05/01/1999

CALLOWAY, TODD & TRIGG COUNTIES:

	Rates	Fringes
Bricklayer.....	\$ 20.16	1.60

CARP0357-001 06/01/2003

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CRITTENDEN, FULTON,
GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL,
MCCRACKEN, MUHLENBERG, TODD & TRIGG COUNTIES:

	Rates	Fringes
Carpenters: (Including Drywall Hanging, Batt Insulation & Formwork).....	\$ 17.41	8.18

CARP0549-002 06/01/2003

MCLEAN, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Carpenters: (Including Drywall Hanging, Batt Insulation & Formwork).....	\$ 18.79	6.89

CARP1080-001 06/01/2001

MCLEAN, MUHLENBERG, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Millwright.....	\$ 20.50	8.97

CARP1080-004 06/01/2001

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CRITTENDEN, FULTON,
GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL,
MCCRACKEN, TODD & TRIGG COUNTIES:

	Rates	Fringes
Millwright.....	\$ 20.45	8.07

ELEC0369-012 05/28/2003

TODD COUNTY:

	Rates	Fringes
Electrician.....	\$ 25.25	8.68

ELEC0816-001 06/01/2003

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CRITTENDEN, FULTON
(Except a 5 mile radius of City Hall in Fulton), GRAVES,
HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, & TRIGG
COUNTIES:

	Rates	Fringes
Electrician.....	\$ 24.48	9.27

ELEC1701-005 06/01/2003

HOPKINS, MCLEAN, MUHLENBERG, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Electrician.....	\$ 24.37	8.80

ELEC1925-001 01/01/2004

FULTON COUNTY (Up to a 5 mile radius of City Hall in Fulton):

	Rates	Fringes
Electrician.....	\$ 18.00	9.96

ENGI0181-003 07/01/2003

	Rates	Fringes
Power Equipment Operator		
BACKHOE.....	\$ 20.95	9.15
BULLDOZER.....	\$ 20.95	9.15
CHERRY PICKER.....	\$ 20.95	9.15
CRANE.....	\$ 20.95	9.15
FORKLIFT		
When used for masonry		
construction,		
firebrick excluded.....	\$ 18.21	9.15
OILER.....	\$ 17.44	9.15
PAVER.....	\$ 20.95	9.15
ROLLER		
Bituminous.....	\$ 20.95	9.15
ROLLER		
Earth.....	\$ 17.44	9.15
ROLLER		
Rock.....	\$ 18.21	9.15
TRACKHOE.....	\$ 20.95	9.15

CRANE WITH BOOM 150 FEET AND OVER, INCLUDING JIB, SHALL
RECEIVE \$1.00 ABOVE GROUP 1; 225 FEET AND OVER, INCLUDING
JIB, SHALL RECEIVE \$1.50 ABOVE GROUP 1.

CRANE USING PILING LEADS SHALL RECEIVE \$1.00 ABOVE GROUP 1
REGARDLESS OF BOOM LENGTH

HAZARDOUS PAY:

Personal Protective Equipment:

Level A \$1.00 Premium

Level B \$.75 Premium

Level C \$.50 Premium

Level D No Premium

IRON0103-007 04/01/2003

CALDWELL (Northeastern third, including the Township of
Creswell)

CRITTENDEN (Northeastern half, including Townships of Grove,
Mattoon, Repton, Shady Grove & Tribune)

MUHLENBERG (Townships of Bavier, Beech Creek Junction, Benton,
Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro,
Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary,
Millport, Moorman, Nelson, Paradise, Powderly, South
Carrollton, Tarina & Weir)

HOPKINS, MCLEAN, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Ironworker, Structural.....	\$ 23.50	10.475

IRON0492-002 05/01/2003

MUHLENBERG (Southern eighth, including Townships of Dunnior,
Penrod & Rosewood) & TODD COUNTIES:

	Rates	Fringes
Ironworker, Structural.....	\$ 19.32	7.20

IRON0782-001 09/01/2003

CALDWELL COUNTY (Southwestern two-thirds, including the
Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown,
Dulaney, Farmersville, Fredonia, McGowan, Otter Pond &
Princeton);

CRITTENDEN COUNTY (Southwestern half, including the Townships
of Crayne, Dycusburg, Frances, Marion, Mexico, Midway,
Sheridan & Told);

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,
LIVINGSTON, LYON, MARSHALL, MCCracken & TRIGG COUNTIES:

	Rates	Fringes
Ironworker, Structural.....	\$ 21.60	9.63

LABO0561-003 04/01/2003

CRITTENDEN, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Laborers:		
Hod Carriers.....	\$ 18.61	5.90
Unskilled.....	\$ 18.41	5.90

LABO1214-001 07/01/2003

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,
LIVINGSTON, LYON, MARSHALL & MCCracken COUNTIES:

	Rates	Fringes
Laborers:		
Hod Carriers.....	\$ 16.12	7.48
Unskilled.....	\$ 15.92	7.48

LABO1392-003 07/01/2003

CALDWELL, HOPKINS, TODD & TRIGG COUNTIES:

	Rates	Fringes
Laborers:		
Hod Carriers.....	\$ 16.02	7.58
Unskilled.....	\$ 15.82	7.58

LABO1392-004 07/01/2003

MCLEAN & MUHLENBERG COUNTIES:

	Rates	Fringes
Laborers:		
Hod Carriers.....	\$ 17.02	7.58
Unskilled.....	\$ 16.82	7.58

PAIN0032-001 05/01/2003

BALLARD COUNTY:

	Rates	Fringes
Painters: (Including		
Drywall Finishing).....	\$ 21.29	7.78

PAIN0156-010 04/01/2003

MCLEAN, MUHLENBERG (Paradise Steam Plant), UNION & WEBSTER COUNTIES:

	Rates	Fringes
Painters:		
Drywall Finishers.....	\$ 21.50	7.98
Painters.....	\$ 21.25	7.98

PAIN0456-002 05/01/2003

MUHLENBERG & TODD COUNTIES:

	Rates	Fringes
Painters:		
Drywall Finishers.....	\$ 16.88	5.65
Painters.....	\$ 16.53	5.65

PAIN0500-001 05/01/2003

CALDWELL, CALLOWAY, CARLISLE, CRITTENDEN, FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, & TRIGG COUNTIES:

	Rates	Fringes
Painters: (Including		
Drywall Finishing).....	\$ 16.00	6.25

PLAS0135-001 07/01/2003

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES:

	Rates	Fringes
Cement Mason/Concrete		
Finisher.....	\$ 18.85	8.15

PLAS0692-032 04/01/2003

HOPKINS, MCLEAN, MUHLENBERG, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Cement Mason/Concrete Finisher.....	\$ 20.75	8.80

PLUM0184-001 07/01/2003

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

	Rates	Fringes
Plumber and Steamfitter (including HVAC pipe).....	\$ 24.43	10.01

PLUM0633-003 07/01/2003

HOPKINS, MCLEAN, MUHLENBERG, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Plumber/Pipefitter (including HVAC pipe).....	\$ 23.42	8.85

SFKY0669-001 01/01/2004

	Rates	Fringes
Sprinkler Fitter.....	\$ 25.05	9.70

SHEE0020-007 07/01/2003

UNION & WEBSTER COUNTIES:

	Rates	Fringes
Sheetmetal Worker (Including HVAC Duct).....	\$ 24.61	11.39

SHEE0110-010 12/01/2003

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, MARSHALL, & MCCRACKEN COUNTIES:

	Rates	Fringes
Sheetmetal Worker (Including HVAC duct).....	\$ 25.55	10.42

SHEE0110-011 12/01/2003

CALDWELL, CRITTENDEN, HOPKINS, LIVINGSTON, LYON, MCLEAN, MUHLENBERG, TODD & TRIGG COUNTIES:

	Rates	Fringes
Sheetmetal Worker (Including HVAC Duct).....	\$ 27.30	10.42

SUKY2001-001 03/26/2001

	Rates	Fringes
Plasterer.....	\$ 16.63	
Power Equipment Operator Grader.....	\$ 16.41	
Loader.....	\$ 11.95	
Roofers:.....	\$ 14.67	.75

TEAM0215-004 04/01/1998

HOPKINS, MCLEAN, MUHLENBERG, UNION & WEBSTER COUNTIES:

	Rates	Fringes
Truck drivers:		
SEMI-AXLE: Single		
(3-axle unit).....	\$ 14.09	2.15+a
SEMI-AXLE: Tandem		
(4-axle unit).....	\$ 14.19	2.15+a
SEMI-AXLE: Tandem (5		
axle unit)(.....	\$ 14.26	2.15+a
SINGLE-AXLE.....	\$ 13.98	2.15+a
TANDEM.....	\$ 14.09	2.15+a
FOOTNOTE: a. \$89.00 per week		

TEAM0236-001 05/01/2003

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CRITTENDEN, FULTON,
GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken, TODD &
TRIGG COUNTIES:

	Rates	Fringes
Truck drivers:		
Semi-Axle.....	\$ 18.45	2.65
Single-Axle.....	\$ 17.80	2.65
Tandem.....	\$ 18.40	2.65
TOXIC WASTE - Personal Protective Equipment:		
Level A - \$1.00 Premium; Level B - \$.50 Premium;		
Level C - \$.25 Premium; Level D - Basic rate		

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

----- WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION